

MASTER AGREEMENT

between the

**WEST BLOOMFIELD SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**WEST BLOOMFIELD
EDUCATION ASSOCIATION, MEA/NEA**

**SEPTEMBER 1, 2023
THROUGH
AUGUST 31, 2025**

**WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324**

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AGREEMENT

This Agreement, entered into this 1st day of September, 2023 by and between the West Bloomfield Board of Education, West Bloomfield, Michigan, hereinafter called the "Board", and the West Bloomfield Education Association, MEA-NEA, hereinafter called the "Association",

WITNESSETH:

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

WHEREAS, the Board agrees not to negotiate with or recognize any teachers' union other than the West Bloomfield Education Association, MEA-NEA, for the duration of this Agreement; and

WHEREAS, the Board and Association, following extended and deliberate negotiations, have reached certain agreements with respect to wages, hours, and other terms and conditions of employment;

THIS agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 *et seq.*, including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified or terminated by an emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.

ARTICLE I **RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all contract classroom teaching personnel, including those on leave, to the extent required by Act 379 of the Public Acts of 1965, as amended, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

The term "teacher" includes all professional employees represented by the Association in the bargaining unit as above defined and includes "non-teaching professional staff" (NTPS) except as otherwise expressly stated in this Agreement.

The term "non-teaching professional staff" refers to those professional employees in the Association's bargaining unit whose employment is not regulated by the Teachers' Tenure Act. See Appendix A.

The term "certified" includes certification for classroom teachers and approval for special education personnel as construed and defined by the Michigan Department of Education.

"Contract classroom teaching personnel" includes the following certified personnel: classroom teachers, special education teachers and special education teaching consultants, Oakland Early College teachers, media consultants (librarians), reading and development consultants, counselors, social workers, school psychologists speech therapists, curriculum consultants, instructional coaches, and deans of students.

Excluded from the bargaining unit are administrative and supervisory personnel, substitute teachers, teachers of adult education, certified employees working in a non-certified position, and non-certified personnel employed by the Board of Education.

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

- C. Whenever the term "Board" is used, except in the grievance procedure provisions, Board means the Board of Education of the West Bloomfield School District or the Superintendent or Assistant Superintendents, Deputy Superintendent, or other authorized representatives.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment set forth herein shall be applied without regard to sex (including sexual orientation and transgender identity), race, color, religion, age, marital or family status, national origin, weight, height, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"). The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to sex (including sexual orientation and transgender identity), race, color, religion, age, marital or family status, national origin, weight, height, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes").
- E. The headings used in this Agreement neither add to nor subtract from the meaning of the provisions herein, but are for reference only.

ARTICLE II
TEACHERS RIGHTS AND DUTIES

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- B. In the course of normal school business, including evaluations, a teacher should not request association representation when asked to meet with an administrator. However, when a teacher has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably inheres, he/she may request that an Association representative be present as a witness for the teacher.
- C. A teacher will have the right to review, upon request, the contents of all records of the employer pertaining to said teacher originating after initial employment and to have a representative of the Association accompany him/her in such a review. With the exception of employees of the Human Resources Department and the Superintendent, a record shall be made in each file indicating who has reviewed the file and on what date.
- D. NTPS: See Appendix A, Article II, D, for additional contract language.
- E. The non-renewal of an appointment to an annual assignment of extra duty for extra pay shall not be construed as discipline, reprimand or reduction in compensation.

NTPS: See Appendix A, Article II, E, for additional contract language.
- F. Teachers shall be responsible for furnishing information requested by the Administration. Examples of such necessary information are:
 - (1) Timely proof of freedom from tuberculosis, a communicable disease, or transmissible disease as required by State law or State regulation.
 - (2) Medical Examination. The Board may require a medical or psychiatric examination if the Board determines to consider granting a medical leave. The doctor administering said examination shall be selected from a list of certified practitioners in the appropriate specialty provided by the Board and shall be at Board expense.

NTPS: See Appendix A, Article F, (2), for additional contract language.

If a teacher requests medical leave, failure to provide, upon request, appropriate reports of medical examination shall be grounds for refusing the leave.

- (3) The return of teacher contracts and/or supplements on or before the date or dates specified by State law, State regulation, Board policy and/or administrative rules.
 - (4) Written records of student performance and behavior such as report cards, grade record book and attendance records, CA-60's in the elementary schools, and special education reports when necessary.
 - (5) Usable written daily lesson plans must be available for any time the teacher is absent.
 - (6) Up-to-date transcripts and records of educational preparation.
- G. Teachers will prepare and plan, in writing and in advance, the teaching they will be doing. The lesson taught should reflect the written plans. Teachers should be prepared to explain the concepts covered, procedures used, expected outcomes and methods of measuring outcomes.
- H. It is the right and duty of a teacher to determine the academic level of achievement of all students assigned to his/her class and establish a grade or symbol indicating their levels in accordance with Board approved evaluation systems. Grading shall not be used for disciplinary reasons. At the high school level this indication of achievement is unalterable except by agreement between two building administrators and the department chairperson. At the middle school level this indication of achievement is unalterable except by agreement between two building administrators and the Assistant Superintendent of Instruction. At the elementary level, this indication of achievement is unalterable except by agreement between the building administrator and the Assistant Superintendent for Instruction. Once the process is completed, the teacher will be notified of the outcome in a timely manner. Assignments of students to grade level or class shall be according to Board Policy 5420.
- I. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
- (1) All requests must be made in, or reduced to writing, and forwarded to the office of Human Resources and include the name, address and phone number of the person making the request. Should the request be made by an organization, it must include the name of the organization, address and a list of officers.
 - (2) To be honored, all requests must identify the specific public record wanted.
 - (3) Once a FOIA request is received by the Office of Human Resources, the involved bargaining unit member(s) and the Association President shall be notified immediately and provided with a copy of the FOIA request.
 - (4) If requested by the teacher and as soon as possible, the district will meet with the affected teacher (and Association representatives if the teacher requests such representation) to review the FOIA request and the document(s) requested.
 - (5) Unless the parties agree otherwise, and provided an extension is allowed by law, the District will notify the requesting party that timelines for disclosure will be extended for the ten (10) additional business days.
 - (6) The District may honor all exemptions regarding production of documents as identified in FOIA to the extent that they apply.

- (7) Personnel records may not be released to third parties unless required by law.
 - (8) Records relating to unsubstantiated complaints against a teacher and/or investigatory records into a teacher's conduct where disciplinary action is not taken shall not be released to third parties unless required by law.
 - (9) On any document that may be released under a FOIA request, exempt material will be redacted if identified and if such action does not violate FOIA requirements.
- J. Report card procedures shall be consistent throughout the elementary buildings.
 - K. A teacher will be provided with at least twenty-four (24) hours-notice if the teacher's classroom/facility is to be used for other purposes except in an emergency situation.
 - L. No probationary teacher will be asked to serve on more than two (2) district and/or building committees at the same time.
 - M. Teachers hired after the first reporting new teacher orientation will attend a new teacher orientation offered by the Learning Services office. The sessions will be scheduled quarterly, and the session dates will appear in the calendar. The new teacher will attend one session offered after their hire date. If the orientation is offered after school, the duration will be one and a half hours. The lead mentors and mentor coordinator will be invited to the orientations.

ARTICLE III
RESERVATION OF RIGHTS

The Board reserves all the rights and powers conferred upon it by the constitution and laws of the State of Michigan, except as the same are expressly and specifically limited by the Agreement. Such rights include by way of illustration and not by way of limitation the right to:

- (1) Manage and control the business, equipment and operations of the school district.
- (2) Assign personnel, determine number of personnel and their schedules and establish or modify school hours.
- (3) Select, promote and determine qualifications of personnel.
- (4) Determine the number and location of its facilities, including buildings, departments, offices and divisions thereof.
- (5) Determine the services, supplies and equipment necessary for the operation of the district and establish financial policies and procedures.
- (6) Determine the number, function, authority and organization of its administrative staff.

The exercise of the foregoing powers, rights, authority and duties by the Board shall be limited only by the terms of this Agreement.

ARTICLE IV
TEACHING HOURS/CLASS LOAD

- A. The regular school day for teachers shall not exceed seven (7) hours, excluding the lunch period, except for parent and/or pupil conferences, which may necessitate an extension of the regular

school day. Faculty meetings shall normally be held during the regular school day whenever possible.

Teacher report time will be developed between the Principal and Association representative.

If there are complaints from the Association that there is abuse of this section in terms of frequency or relevancy of meetings, or a lack of opportunity for input on the part of the Association representatives, the Association President and the Human Resources Administrator shall meet to attempt to resolve the problem. In addition, teachers may be required to attend open houses outside of the regular school day to the extent of one (1) open house per building during a school year.

Teachers are also encouraged to attend other meetings outside of the regular school day, i.e. plays, concerts, presentations and performances which involve students with whom the teacher comes in contact. Interest and attendance at such meetings helps establish a positive image for West Bloomfield Schools and the teaching staff.

- B. Kindergarten teachers and ECSE (Early Childhood Special Education) teachers who teach two (2) different sections (A.M. and P.M.) shall be released from their regular teaching duties one additional day (if needed) at parent/teacher conference time to meet with parents. In addition, if p.m. kindergarten classes are scheduled when other students are dismissed for in-service, meetings, record days or parent-teacher conferences then kindergarten teachers shall be released from their teaching duties for planning/preparation purposes during the a.m. session.
- C. District-wide department meetings (i.e. art, physical education, music, media, special services or other non-classroom teachers) may take place during the regular school day.
- D. Fall parent/teacher conferences at the secondary level will be scheduled for one (1) evening at a four (4) hour block of time as agreed on by the building principal and building association representative. Conferences will start no later than one (1) hour after classes end. A thirty (30) minute break will be scheduled within this block of time. Fall parent/teacher conferences at the elementary level will be scheduled for one (1) evening at a four (4) hour block of time as agreed on by the building principal and building association representative. Conferences will start no later than one (1) hour after classes end. A thirty (30) minute break will be scheduled within this block of time. The evening parent/teacher conferences will be held online. Teachers may be at home or in a classroom.

The second parent/teacher conference for secondary and elementary will be a half (1/2) day in the afternoon. Student instruction will take place in the morning, followed by a thirty (30) minute lunch before the afternoon conferences. Conference times on the half (1/2) day will end at the regular end time for each school. The afternoon parent/teacher conferences will be held in-person for the first two hours. The remaining time may be online or in-person at the discretion of the teacher. Conference dates will be reflected in the calendar section of this Agreement. Elementary evening conferences will be held on the same date. A building shall not hold Open House on the same day of the week as parent/teacher conferences. Traveling teachers shall attend Open House and parent/teacher conferences in their designated home building.

- E. On the secondary level, a daily period will be provided for preparation. An assignment to a supervised study hall shall be considered a teaching period for the purpose of this article. No secondary teacher will be required to teach an additional class during said preparation period on other than a temporary basis.
- F. All teachers will teach five (5) of the seven (7) block classes in the West Bloomfield High School block-scheduling program. Each secondary teacher will be provided with a daily planning period of no less than fifty-three (53) minutes. The administration will balance classes wherever practicable,

if needed, the Association and District will meet to attempt to resolve any issues. Vocational classes shall not exceed the number of workstations available per classroom.

Administration will attempt to maintain life management food classes to four (4) per teaching station and no more than thirty-six (36) students per class. Physical Education, Band, Strings, and Choir teachers are excluded from these student maximums. However, the student count in physical education classes shall not exceed 40 when multiple physical education classes are scheduled at the same time in the gym.

Planning time will be adjusted to meet the adjusted daily class meeting time on those days where the student day is reduced. On the days where the following testing is administered (State mandated assessment, Mid-term and Final exams) a teacher may lose a maximum of one prep period during each of the testing windows.

On days when students do not report but teachers do, such as professional development days, no planning time will be issued.

Classes using the pool will be limited to no more than thirty (30) students per teacher.

If the district decides to explore alternative scheduling formats at West Bloomfield High School, a joint committee including representation from the association and district administration will be established to review feasible options.

G. Since it is recognized that elementary teachers need preparation time; it is agreed that:

1. All elementary teachers, including specialists, and excluding early childhood special education teachers shall be provided a minimum:

Fifty-one (51) continuous minutes preparation time per day. The principal and building rep will meet and agree on the year's staff meetings and committee dates with times before the school year starts. An emergency meeting may occur if needed. Should there be any concerns with creating the staff meetings schedule, the WBEA President and Human Resources will meet to discuss the issues. Any time before school, after school, passing time and recess time shall not be considered as preparation time.

- Fifty-one (51) minutes preparation time
- Five (5) minute passing/transition time
- Total time needed – Fifty-six (56) minutes

2. Early Childhood Special Education teachers shall receive a total of three hundred and ten (310) minutes of prep time per week.

3. On the days where State mandated assessment is administered, a teacher may lose a maximum of one prep period during the testing window.

4. On days when students do not report but teachers do, such as professional development days, no planning time will be issued. On early release/late start days planning time will be adjusted proportionally resulting in the possibility of teachers receiving less than fifty-one (51) minutes and the time will be adjusted proportionately.

5. Elementary teachers shall utilize time during which their classes are receiving instruction from various teaching specialists for instructional preparation.

H. Each teacher shall have not less than a thirty (30) minute (including passing time) duty free uninterrupted lunch period. Travel time for itinerant teachers shall not be considered as part of their preparation or lunch time. Reasonable efforts will be made to give itinerant teachers fifty-three

(53) continuous minutes preparation time, in cases where scheduling does not permit this, no planning time shall be in increments of less than thirty (30) minutes.

- I. When a teacher's preparation period must be reassigned for other purposes, the assignments shall be rotated so that all of the staff share these responsibilities equitably.
- J. The Board will provide, whenever and wherever practicable, paraeducators to handle noon lunch, recess, and playground duties for elementary teachers; study hall, noon lunch duties, parking lot attendants, restroom checks, and lounge checks for secondary teachers; and clerical assistance at all levels.
- K. The following pupil-teacher ratios represent desired objectives dependent on the availability of teachers, facilities and funds:

Each elementary teacher should be assigned no more than the following:

Kindergarten and First Grade	27 Students
Second and Third Grade	28 Students
Fourth and Fifth Grade	30 Students

The administration will balance classes wherever practicable, if needed, the Association and the District will meet to attempt to resolve any issues. Elementary split classes shall not exceed twenty-six (26) pupils.

Art, physical education, music, special education classroom teachers and special education teaching consultants and reading and development teachers are excluded from the above average. If the class size defined above is exceeded in a classroom or if a split class exceeds twenty-six (26), the involved principal, teacher involved, Association representative, and Board representative shall meet and recommend one of the solutions below to the Administration in order to resolve the situation.

- (a) Hire a paraeducator except that class size exceeding the maximum shall not be alleviated by use of a paraeducator in more than one (1) room for each grade level per building unless no other solution is possible due to the size of the building or financial distress.
- (b) Reschedule students.
- (c) Teacher and Association consent, the teacher will be paid overload compensation at the rate of \$10.00 per student enrolled, per day.
- (d) Hire additional teachers.
- (e) Other solutions as determined by Board and Association agreement.

The administration will consider the situation and make a final decision within eleven (11) school days. The decision of the Administration is not subject to the grievance procedure so long as the solution is one of the above.

- (1) Each secondary teacher should be assigned no more than a class of thirty-six (36) students. The total number of student contacts per semester should not exceed one hundred eighty (180) students. The administration will balance classes wherever practicable. Keyboarding, computer, music technology, and vocational classes shall not exceed the number of workstations available per classroom. In addition, the Video Production class will maintain a 5:1 student to workstation ratio with a maximum of 28 students. Administration will attempt to maintain life management food classes to four (4) per teaching station and no more than thirty-

six (36) students per class. Physical Education, Band, Strings, and Choir teachers are excluded from these student maximums. However, physical education classes shall not exceed 40 students when multiple physical education classes are scheduled at the same time in the gym. Classes using the pool and the Weight Room will be limited to no more than thirty (30) students. Classes using the Aerobics Room will be limited to no more than thirty-six (36) students. High School Counselor's case load will not exceed 350 students and Middle School Counselor's case load will not exceed 400 students.

If the class size maximum is exceeded the involved principal, teacher, Association representative, and Board representative shall meet and recommend one of the solutions below to the Administration in order to resolve the situation. The Administration will consider the situation and make a final decision within eleven (11) school days.

- (a) Reschedule students.
- (b) Hire a teacher.
- (c) Teacher and Association consent the teacher will be paid \$5.00 per student enrolled, per section, per day. There will be a maximum of two students.
- (d) Other solutions as determined by the Board and the Association.

- L. If it is anticipated that a student's I.E.P. may result in unusual program scheduling or necessitate unique arrangements regarding personnel or equipment, the general education teachers who might be impacted by such a placement should be invited to attend the I.E.P. meeting.
- M. No bargaining unit member shall be required to provide medical/health services except in emergency situations, or unless he/she has received appropriate training as determined by the Board/Administration. If a bargaining unit member believes he/she should not be trained to provide a particular medical/health service, he/she may request a meeting with his/her supervisor and the Director of Student Support Services to discuss and resolve the issue.
- N. General education classroom teachers (all teachers; art, music, physical education, media specialists) who have inclusion students placed in their classrooms shall be provided with appropriate support for these students as defined by the I.E.P.
- O. A school social worker who conducts parent training sessions after the regular work day shall be paid at the hourly curriculum rate or may work out a compensatory time arrangement with his/her supervisor prior to the activity.
- P. During the first ten (10) days (per semester) of scheduled class, students may be added and removed from any teacher's class roster. Starting on the eleventh (11th) day of scheduled class (per semester) and continuing until the completion of the fifteenth (15th) day of class, students may be added and removed to a teacher's class roster, provided a reason (in writing) for the transfer is given to the affected teachers. Starting on the sixteenth (16th) day of scheduled classes (per semester) and continuing until the completion of the twentieth (20th) day of class, a student may be added or removed only after a meeting of the teacher, counselor, and principal. The decision to remove or add a student at this meeting will be made by the building principal. The decision and reasoning will be communicated to the teacher and the Association President. After the twentieth (20th) day of scheduled class (per semester), there will be no movement of students without a principal consultation with the Association President. Students new to the building or district, after the start of each semester, students with 504 plans, multilingual learners, and students with an updated IEP are exempt from the above provisions. Exemptions to the above timeline are Count Day lockdowns from the Student Information System, full day professional development days, and

when the school schedule is canceled by the Superintendent due to conditions not within the control of school authorities.

- Q. To determine the amount of time Special Education Teacher Consultants at the high school will have to service students the following will be used:

When a caseload reaches 14 students (55% of the 25 students allowed by State law) or 134 minutes (55% of the weekly high school class periods) of service, (whichever comes first) a high school classroom period will be provided to the teacher Consultant so as to perform legally mandated and department/building directed services for their assigned caseload.

If, in the future, caseload maximums change and/or planning/conference times change the district will continue to provide the time as specified above at the 55% calculation.

Caseload numbers and Special Education Teacher Consultant minutes will be balanced between all high school special education teachers who are assigned Teacher Consultant Caseload services.

ARTICLE V **TEACHING CONDITIONS**

- A. Teachers shall annually, or when requested, convey to the building principal through administrative channels their requests for supplies and equipment. The principal in each building will establish a procedure for handling such requests and responses thereto.
- B. The Board will continue to make available to teachers computers, typing and adequate copying facilities to aid teachers in the preparation of instructional material.
- C. The Board shall provide in all schools, lavatory facilities for non-student use and at least one (1) room, appropriately furnished, which shall be reserved for use as an employee lounge-lunchroom. By September 10th of each school year all elementary and middle school principals will designate at least three (3) rooms/areas, in addition to the staff lunchroom that will house a microwave and refrigerator for teacher use. In the high school, department offices can house refrigerators and microwaves for teacher use in addition to those housed in the employee lounge/lunchroom. These locations will be reviewed, edited, and approved by the Assistant Superintendent for Human Resources and the WBEA President or designee within three days of submission to the Assistant Superintendent of Human Resources.
- D. All schools shall provide an assigned desk, carrel or other suitable work area for each teacher.
- E. Telephones equipped to make outside calls shall be available to teachers for professional use in all buildings. All telephone calls shall be logged on forms provided by the administration. Teachers shall pay the charges for any personal calls made from school telephones.
- F. When a teacher is unable to be in school on any given day, he/she shall call or log into the designated district substitute management system prior to six a.m. for the high school and the middle school and prior to seven a.m. of said day for other schools. Teachers should call or log in as soon as possible to facilitate obtaining a substitute.
- G. The Board agrees to post signs at parking lots indicating areas designated for teacher use at the high school.
- H. No teacher shall be expected or required to transport students to or from school-sponsored activities in his/her private car.

- I. The Board shall provide a professional library reference section within each media center in the District.
- J. When requested by a principal, a teacher will arrange a conference with a parent either during his/her preparation time or immediately before or after school. At no time will a teacher be required to attend a conference at which adversary legal counsel is present without twenty-four (24) hour notice and without opportunity to retain his/her own counsel. Classroom visitations by parents or other non-district employees shall be arranged at least twenty-four hours in advance with prior teacher knowledge or the visit will not be permitted.
- K. When students are dismissed because of building failures, teachers will be permitted to leave once all students have left the building or the remaining students are placed in a secure supervised setting. Teachers shall not be required to report back until students are required to report.
- L. When the school schedule is canceled by the Superintendent because of conditions not within the control of school authorities, teachers are not required to perform duties online or in person. Notification will be by telephone or by announcement on major radio stations. OEC teachers will follow the notification of cancellation for the West Bloomfield School District. For example, if OCC is open and West Bloomfield is closed, OEC teachers do not report.
- M. Elementary teachers will be provided a substitute/coverage for the equivalent of four days per academic school year, two days first semester and two days second semester for the administering of the District prescribed literacy assessment and testing. The principal and Central Office Administration has the discretion to approve requests for up to one additional day annually for the literacy assessment. The coordination of this time will be done in conjunction with the building administration and/or assistance from the Learning Services Department.

ARTICLE VI
TEACHER ASSIGNMENTS, TRANSFERS AND PROMOTIONS

- A. It shall be the responsibility of the Human Resources Administrator to hire the most qualified person for all openings in accordance with the policies of the Board of Education.

Individual teachers may express in writing their preference of:

- (1) Grade level
- (2) Subject
- (3) Department assignment
- (4) Extra-curricular assignment
- (5) Administrative assignment

Such requests shall be filed with the Human Resources Administrator annually by March 1 and shall be kept on file for one (1) school year. Receipt of such requests will be acknowledged in writing provided the teacher solicits a receipt. Requests which were not acted upon must be refiled by March 1 each year in order to remain active. A teacher whose request was not acted upon may ask for an explanation and shall be given one. NTPS: See Appendix A, Article VI, A, for additional contract language.

- B. Any teacher may apply for vacancies within the school district.
NTPS: See Appendix A, Article VI, B, for additional contract language.
- C. NTPS: See Appendix A, Article VI, C, for additional contract language.
- D. NTPS: See Appendix A, Article VI, D, for additional contract language.

- E. Since pupils are entitled to be taught by teachers who are working within their major area-of competence, teachers shall be assigned within the scope of their teaching certificate.
- F. Assignment of teachers to non-teaching duties, such as homeroom, shall be on an equitable basis for the entire staff.
- G. No regularly assigned teacher shall be used as a substitute teacher except in case of an emergency, it being understood expressly that the failure of a substitute to arrive on schedule, or the inability to secure a qualified substitute, shall be considered an emergency.
- H. NTPS: See Appendix A, Article VI, H, for additional contract language.
- I. Any assignment in addition to the normal teaching schedule and duties during the regular school year, such as extra duties enumerated in Schedule B and C and summer school assignments, shall not be obligatory but shall be with the consent of the teacher.
- J. Teachers who are interested in student teacher assignments will be given the opportunity to make their wishes known on appropriate forms supplied by the Administration. Assignment of student teachers shall be made to qualified tenure teachers except that assignments may be made to experienced, qualified, non-tenure teachers with the agreement of the Association. The Administration shall initiate the request for such agreement prior to the assignment of the student teacher. The supervising teacher is not responsible for the teaching effectiveness of the student teacher.

A per semester \$150 stipend or a \$300 classroom supply stipend will be paid to the supervising teacher who agrees to have a student teacher. This stipend only applies to an assignment of a student teacher who is actively teaching for a college semester of time in the supervising teacher's classroom. This stipend does not apply to college students who observe a teacher for field placement credit. The teacher will notify their supervisor if they want the \$150 stipend payout or the \$300 classroom supply allotment. The payout will be made at the end of the college semester of the student teacher. If at any time, the student teacher is removed from their assignment, the supervising teacher will still receive the full stipend.

Student teachers will be allowed only under the following conditions:

- (1) No student teacher shall be placed with any teacher without the teacher's consent. No teacher shall supervise more than one (1) student teacher during one (1) class period.
 - (2) If at all possible, the supervising teacher, along with the supervising principal, shall have the opportunity to interview the perspective student teacher prior to the acceptance of the student teacher.
 - (3) If the student teaching assignment appears to be unsatisfactory, the supervising teacher may request a meeting with the supervising principal and the college coordinator of student teaching to discuss the situation. If the problem cannot be resolved, the teacher may terminate his/her responsibility with the student teacher.
 - (4) The ability to supervise a student teacher and the effectiveness of the student teacher shall in no way be reflected on the teacher's evaluation.
 - (5) Any remuneration received by the school district from a college or university for its participation in a student teaching program will be allotted to the supervising teacher.
- K. The Board will maintain a Mentoring Program. The purpose of the Mentoring Program is to provide teachers a peer who can offer assistance, guidance, resources and information in a non-threatening, collegial fashion. The following conditions shall apply to the Mentoring Program:

- (1) Each teacher in his/her first three (3) years in the classroom shall be provided with a building mentor.
- (2) Prior to September 15 or within two (2) weeks of the hire date each year a list, by building, of all teachers requiring a building mentor and the mentoring year for each will be developed.
- (3) Each year each building will develop the mentoring plan for the building which could be one-on-one, two- or three-to-one, a panel of building mentors, a combination of any of these or any other plan agreed to by the parties.
- (4) Building mentors shall be volunteers from the bargaining unit. Exceptions may be made, but only if agreed to by the parties.
- (5) Although building mentor teachers would normally be tenured staff, qualified non-tenure volunteers may also serve in the building mentoring role.
- (6) Building mentoring assignments shall be made each year.
- (7) Building mentor teachers shall be provided with training in the mentoring process by the mentor coordinator with support of the building administration.
- (8) The purpose of the mentoring program is to provide a peer who can offer assistance, guidance, resources and information in a non-threatening collegial fashion, it is understood that this mentor-mentee relationship shall be confidential.
- (9) Building mentor teachers shall be provided with a stipend of \$500 per mentee.

- L. All teachers in their first three years in the classroom will be provided with a building mentor as described above. In addition, one lead mentor will be identified at each level (high school, middle school and elementary school) by the WBEA. Each lead mentor will be a member of a building staff at their level. The lead mentors will be provided a co-curricular stipend.

The mentoring program will provide:

- Observation of experienced teachers by mentees and mentors.
- Review and preparation for parent/teacher conferences, administrator evaluation and other major events in the new teacher's professional life.
- Observation of mentee by mentor feedback (to be arranged as needed).
- Support and help in lesson planning, establishing grading procedures, classroom management, time management, etc.
- Resources for mentee.
- Support and help to both building mentors and all mentees.

- M. A Mentor Program Coordinator will be selected through the process outlined in the Mentoring Program Handbook, which is developed by a joint committee consisting of three members appointed by the WBEA and three members appointed by the Administration. The roles and responsibilities of the Mentor Coordinator will be defined in the handbook. The Mentor Program Coordinator will be provided three hours of release time in their teaching schedule to attend to mentoring program responsibilities. The Mentor Program Coordinator will also be provided a co-curricular stipend.

- N. The District will allocate forty (40) hours per school year, at curriculum rate, for special education mentoring support to be paid to special education teachers for mentoring other special education teachers on an as needed basis as approved by the Director of Student Support Services.

- O. All teachers who travel between buildings will be given sufficient time, to travel and set-up classrooms between buildings. The district will schedule specials full time whenever possible to lower the number of traveling teachers. Each traveling teacher will be assigned a home building.

- P. A laid-off teacher will receive priority consideration for building and long-term substitute opportunities within the District, but only if the laid-off teacher:

- 1) submits to the Human Resources Office a written request for such placement; and

- 2) meets the District's substitute requirements, including but not limited to satisfaction of any third-party employer requirements.

ARTICLE VII
SENIORITY

- A. A seniority list shall be provided to the Association no later than February 1. NTPS: See Appendix A, Article VII, A, for additional contract language.
- B. NTPS: See Appendix A, Article VII, B, for additional contract language.
- C. SENIORITY. Seniority shall be determined by length of employment in the bargaining unit and shall begin on the first day of work. Seniority shall accrue while on leave except during the second year of a personal, professional or child care leave. Less than full-time teachers shall accrue seniority on the same basis as full-time teachers. Seniority will not accrue on a period of layoff. Loss of seniority shall be effected by change in number of days worked. Seniority rights shall be severed by resignation, retirement or discharge.
- D. NTPS: See Appendix A, Article VII, D, for additional contract language.

ARTICLE VIII
LEAVES OF ABSENCE

A. Sick Leave Days and Personal Days

At the beginning of each school year, teachers shall be credited with leave days as follows:

First year of employment:	Eleven (11) days
Second year of employment:	Twelve (12) days
Third year of employment and thereafter:	Fourteen (14) days

Up to four (4) sick leave days per year may be used as personal days for any reason.

All days not used during that year will be credited to each teacher's individual sick leave day accumulation.

All credited sick leave days issued at the beginning of the school year must be used prior to the start of, or the continuation of, the WBEA sick leave bank.

The following described compensation days are provided for eligible teachers to protect them from loss of income when they are unable to be present at work due to the conditions described herein.

The following provisions apply to sick leave days and personal days:

1. In the event of personal illness or temporary disability of the teacher, as well as for the serious health condition of an immediate family member or to make medical or nursing care arrangements for an immediate family member, these terms are in effect:
 - An immediate family member is defined as the spouse, child, parent, sibling, parent-in-law, other member of the same household, or other person in other close relationships if approved in writing by the building principal and the superintendent or designee.

- For absences of five (5) consecutive school days or longer, the teacher's building principal or the Human Resources Administrator may request the teacher provide a physician's written statement that (1) the teacher has an illness or temporary disability, or (2) the teacher's immediate family member has a serious health condition. The teacher shall provide the requested statement within fifteen (15) calendar days of the request unless the Human Resources Administrator extends this deadline in writing.
 - Depending on the nature of the teacher's personal illness or temporary disability causing an absence of five (5) consecutive school days or longer, the teacher's building principal or the Human Resources Administrator may request the teacher provide a written statement from a physician stating whether the teacher is able to return to work, with or without accommodation. The teacher shall provide the requested statement within fifteen (15) calendar days of the request unless the Human Resources Administrator extends this deadline in writing.
2. When, in the determination of the principal, a teacher may be abusing this paid leave program, a meeting with the teacher shall be held to discuss the employee's responsibility within the paid leave program under this Agreement. An association building representative will be informed and invited to be in attendance at such meeting. Precautionary steps may be outlined at this conference to alleviate any future reason(s) to believe there may be abuse. Such steps may include warning the person, requiring a physician's statement for future illnesses or loss of pay for day(s) missed, or other disciplinary action.
3. The Association's sick leave bank will be administered by the Association. Sick leave days in the bank shall not exceed the total accumulated unused sick leave days of teachers. The Association shall advise the Board in writing of loans to be made and against whom such loans are to be charged. Loans will be available to teachers who have exhausted their sick leave days and who, because of personal illness, are unable to return to school. Days shall not exceed one hundred twenty (120) days per teacher in any three (3) year period.

If a teacher shall be declared disabled by his/her physician and is in the waiting period to apply for disability, the district shall allow sufficient days to be utilized from the bank after the employee has used all his/her own sick leave days in order to reach the time of going onto disability without loss of pay. Decisions of the Association sick bank are non-grievable. The Association shall hold the Board harmless against any actions against pursuant to this section.

4. Employees who have perfect attendance during the school year shall receive the attendance incentive pay on the final pay in June. Perfect attendance is calculated based on the use of sick leave days, personal days, and days without pay. For the purpose of this section, all partial absences are cumulative.

Attendance incentive pay for teachers who have been in the district for three (3) years or more shall be:

- 0 absences, the teacher may sell up to five (5) days at per diem rate
- 1 absence, the teacher may sell up to four (4) days at per diem rate
- 2 absences, the teacher may sell up to three (3) days at per diem rate
- 3 absences, the teacher may sell up to two (2) days at per diem rate
- 4 absences, the teacher may sell up to one (1) day at per diem rate

Attendance incentive pay for teachers who have been in the district for less than three (3) years:

- 0 absences, the teacher shall receive five hundred dollars (\$500)

- 1 absence, the teacher shall receive four hundred dollars (\$400)
 - 2 absences, the teacher shall receive three hundred dollars (\$300)
 - 3 absences, the teacher shall receive two hundred dollars (\$200)
 - 4 absences, the teacher shall receive one hundred dollars (\$100)
5. Funeral Leave - In addition to the above sick leave days, a teacher shall be allowed up to five (5) days per incident for the purpose of attending to a death in the immediate family. For the purpose of this section, immediate family shall be defined as father, mother, husband, wife, sister, brother, child, father-in-law, mother-in-law, grandparents and grandparents-in-law, or person living in the same household. Funeral leave for others may be taken, subject to approval, but the days will be deducted from the teacher's leave bank. Employees must state the name and relationship of the person whose funeral the employee wishes to attend. This relationship must be of such a nature so as to warrant the employee's attendance.
6. Whenever possible personal days must be requested in advance. There are no restrictions on reasons for use of personal days.
7. A personal day cannot be used on a school day immediately before or after open house, parent/teacher conferences, or the beginning or end of the school year without prior approval from both the supervisor and the Human Resources office, except in the case of illness or unforeseen circumstances. A maximum of ten (10) requests to extend each holiday break or vacation will be approved District-wide. An individual teacher may not extend a holiday break or vacation by more than two (2) days. Additional requests to extend a holiday break or vacation beyond ten (10) may be granted by the superintendent or designee.
8. Jury Duty - Teachers who are summoned for jury duty examination and investigation must notify the Human Resources Office within twenty-four (24)-hours of receipt of such notice. If such teacher then reports for jury duty, he/she shall be paid at his/her regular rate, and the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses) shall be signed over to the district. Such time spent on jury duty shall not be charged against the teacher's sick leave days.
- The teacher must furnish the Business Office, within forty-eight (48) hours of returning to work, a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential.
9. Parental Leave - Teachers will be allowed up to six weeks of sick leave days (using the teacher's accumulated leave) for absence for parental leave including adoption. The leave will be completed within one (1) year of the child's birth or adoption.

B. Without Pay

- (1) Peace Corps, Job Corps - Leave of absence, without pay, may be granted any teacher who joins the Peace Corps, or Job Corps as a full-time participant in such a program for a period of up to two (2) years. Experience and salary credit will be granted for the leave provided the Michigan Retirement Fund Board accepts the experience as teaching credit. Accumulated sick leave days at the time of leaving will be maintained.
- (2) Personal, Educational, or Professional Leave - Leave of absence, without pay or fringe benefits, for good cause shown, may be granted teachers for a period of up to one (1) year subject to a one (1) year extension, upon request of the teacher at least thirty (30) days prior to the anticipated leave except for emergency situations or for good cause and upon

approval of the Board. A request for an extension shall be made at least sixty (60) days prior to the termination of the leave. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Seniority will continue to accrue for layoff purposes for the first year of such leave. The teacher is only eligible to return to a vacant position following his/her second year of leave.

- (3) Worker's Compensation Leave - An employee who is absent because of a work-related illness or injury disability that is compensable under the Worker's Compensation Act will be paid as follows:
- a. If the absence is for eight (8) calendar days or less, the Board shall pay the employee his/her regular wages, not chargeable to the employee's accumulated sick leave bank.
 - b. If the absence is for eight (8) calendar days or more and the employee is eligible to receive Worker's Compensation payments, the Board shall pay the difference between the amount paid or payable by the Worker's Compensation carrier and the employee's regular wages, chargeable to the employee's accumulated sick leave days pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave days including loans, if any, from the WBEA sick leave bank. If the employee exhausts his/her sick leave days but is continuing to receive payment from the Worker's Compensation carrier, the employee's insurance shall be held intact. At such time the employee returns to work, his/her accumulated leave and the paid bank leave, if any, shall be restored to a level equal to that at the onset of the approved Worker's Compensation claim.
 - c. All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.
 - d. If any employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the visit. The Board shall pay for the absence (since this is not compensable by the Worker's Compensation carrier), not chargeable to the employee's accumulated sick leave days.
 - e. If the Worker's Compensation carrier disputes the claim filed by the employee, the employee shall retain the right to file an appeal while utilizing his/her **sick** leave days and the WBEA sick bank. An employee not eligible for leave under these provisions will be considered on unpaid leave until he/she is eligible for long-term disability insurance coverage. In such cases the employee will be responsible for payment of his/her own insurance benefits as provided for under the COBRA Act. If the employee is not eligible for long-term disability insurance coverage, he/she should return to work or remain on unpaid leave, subject to annual approval.
- (4) Uniformed Services Leave - A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any uniformed services of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. The period of said leave shall not exceed the period of one (1) enlistment if the teacher enlists or the period covered by the original induction orders if the teacher is drafted.

- (5) Association Office Leave - A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association. A leave of absence of one (1) year may be granted to any teacher upon application for the purpose of serving on the Association staff. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave days already accumulated. This leave will be limited to not more than one percent (1%) of the bargaining unit.
- (6) Public Office Leave - A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave days already accumulated. This leave will be limited to not more than one percent (1%) of the bargaining unit. This leave will be for a minimum of one (1) semester and must commence at the beginning of a semester.
- (7) Family and Medical Leave - After a full year (at least 1250 hours) of employment, teachers will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all sick leave days as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the teacher were at work. If the teacher returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve (12) weeks, the teacher will return under the conditions stated in Section C of this Article.

- (8) Child Care Leave – Leave of absence, without pay or fringe benefits, shall be granted to a teacher for the purpose of child care. Such leave will be requested and shall be granted annually up to a maximum of two (2) school years per child. Seniority will accrue for the first year of the child care leave only and the teacher will be re-employed consistent with his/her certification. The teacher is only eligible to return to a vacant position following his/her second year of leave. Should the teacher wish to return and there is no vacant position for which the teacher is certified, he/she shall be considered laid off. While on the second year of leave, the teacher will attend district training or in-service programs at the direction of the building principal with no reimbursement for time required. There is a maximum of two consecutive unpaid child care leaves. NTPS: See Appendix A, Article VIII, B, (8), for additional contract language.

C. Return from Leave

Whenever practical, leaves of absence shall be made to coincide with the school year.

All teachers will be given written notice from the district requesting the status on his/her return by February 1. Teachers on an unpaid leave of absence must notify the human resources office, in writing, of the status of his/her return to work by March 1.

In the event of an agreed upon mid-year return, the returning teacher shall be re-employed in a position for which he/she is certified. When no vacancy exists, the teacher will be offered a regular teaching contract for temporary assignments for the balance of the school year. NTPS: See Appendix A, Article VIII, C, for additional contract language.

Failure of a probationary teacher on leave to file a written request to return to work within the specified time limits shall be deemed evidence of voluntary resignation on the part of the teacher and all employment obligation of the Board shall expire at the end of the leave. If a tenure teacher does not submit an extension request, or if an extension is requested but not given, the tenured teacher will be re-employed to a position consistent with his/her certification.

- D. Sick leave days will not be prorated for approved mid-year leaves. However, if an employee requests and is granted a leave during the school year and has used up all his/her leave days prior to going on leave, a dollar amount equal to a proration of the time on sick leave days will be deducted from the final check before going on leave and will be held in escrow by the school district until the employee returns from that leave. If the employee resigns or terminates employment prior to returning from the leave, the monies held in escrow will remain the property of the West Bloomfield School District. If the employee returns from leave, that money will be paid to the employee. (Any sick leave days used in excess of the prorated number not "earned" through the actual days on the job would be held in escrow.)

- E. Sick leave days shall be prorated for:

- (1) Termination of employment during the school year;
- (2) Teachers who have less than full-time positions;
- (3) Teachers who begin employment after the beginning of the school year.

However, should a teacher die during a school year (and hence, cease employment), sick leave days would not be prorated.

ARTICLE IX
COMPENSATION

- A. The salary of teachers for the school year shall be set forth in Schedule A, which is attached hereto and made a part hereof.
- B. The compensation for athletic assignments is as set forth in Schedule B, which is attached hereto and made a part hereof. Coaches shall be paid for their services within two (2) pay periods after the administration certifies, to the payroll office, that the athletic assignment has been completed.
- C. The compensation for co-curricular positions is as set forth in Schedule C, which is attached hereto and made a part hereof. Teachers employed in co-curricular positions shall be paid for their services within two (2) pay periods after the administration certifies, to the payroll office, that the assignment has been completed.

- D. If a teacher is absent and a regular substitute is not available, the principal may assign another teacher to that teacher's class on a temporary basis. This will be done with the substituting teacher's consent whenever practicable. For the purpose of this article, auxiliary teachers will have a designated prep time in their home building that can be used to assign the teacher to substitute with his/her consent, when practicable. Teachers who consent, or who are assigned in an emergency, to substitute during their preparation period shall be paid Thirty Five Dollars (\$35.00) per hour. All sums payable hereunder shall be paid at the end of each semester.
- E. General education classroom teachers will be compensated in one hour increments per IEP meeting at Thirty Five Dollars (\$35.00) per hour, according to Article IX, Section D, for each IEP meeting that they participate in beyond five (5) during a school year. The case manager/case load teacher will keep a log of teachers who have attended IEP meetings and payment will be made in one lump sum at the end of the school year.
- F. Traveling teachers required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.
- G. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines. Teachers hired for the 2023-2024 school year and all school years after will be on 26 pays. Teachers hired for the 2022-2023 school year and before can choose from one of two pay plans:

- 22 optional pay plan (paid only through the school year)
- 26 regular pay plan (paid through the school year and summer)

Teachers must sign a form to choose the optional pay plan, it carries over from year to year unless the teacher initiates a change, no later than August 1st, to the 22 optional pay plan. Based on the selection of pay plans, any deduction for insurance will be evenly deducted in the pays selected by the teacher.

The first payment, 22nd payment and 26th payment of the school year will be issued on the following dates:

2023-24	1 st Payment	September 1, 2023	22 nd Payment	June 21, 2024
			26 th Payment	August 16, 2024
2024-25	1 st Payment	August 30, 2024	22 nd Payment	June 20, 2025
			26 th Payment	August 15, 2025

- H. Curriculum consultants will be scheduled to work 220 days per year and will be paid their per diem rate for additional days worked beyond the regular returning teacher calendar. The additional days will be scheduled and approved by the Assistant Superintendent of Learning Services. An annual calendar of approved work days will be submitted to Human Resources by July 1. Due to the nature of their work, curriculum consultants may work an extended day, or have flexible start and end times to accommodate the difference in school start and end times or events scheduled outside the contractual work day and hours.
- I. A teacher who is employed for summer school or for curriculum development, shall be compensated at the rate of Thirty Five Dollars (\$35.00). Teachers who are requested by the Board to extend their contractual year in order to continue their regular assignments and who accept such extended contractual year, shall be paid on a per diem basis (see Section M). For purposes of inventory, librarians may apply where necessary, for one week extended year before and after the regular school year for teachers and, if approved, be compensated at the summer school rate. Summer school teaching and assignments to summer curriculum development projects are excluded from the preceding extended school year provision.

- J. At the elementary level there will be up to one (1) teacher, per lunch period, that will cover 10 minutes per day of recess time paid at his/her per diem rate. Principals shall meet with the teacher(s) to determine the structure of this duty.

All sums payable hereunder shall be paid at the end of each semester.

- K. Any teacher who shall be promoted to a supervisory or executive position with the district and shall later return to teacher status shall be entitled to a place on the teacher salary schedule according to his/her total service credit (as determined by Schedule A).

- L. Regularly scheduled part-time teachers, excluding substitutes shall be paid an annual salary which is prorated on the step and track of full-time teachers. For example, a teacher working two (2) days a week earns two-fifths (2/5) of the salary he/she would earn as a full-time teacher.

- M. The salary schedule (Schedule A) is based upon training and experience and each step of the salary schedule is for full-time teaching for the school year. A teacher working more than one-half (1/2) of the reporting days in a school year will be given credit on the salary schedule.

- (1) Teachers new to the district may be granted credit for experience on the salary schedule for past contracted teaching experience or other work experiences as determined by the Board.

- (2) Increments become effective the first day of the school year for teachers. When teachers are eligible, they may apply on Board forms for advancement to a new track.

Tracks are defined as the various degree-training levels such as BA, BA+20, etc. In order to be placed on a new track for the full school year, the teacher must apply and submit initial proofs such as grade reports and unofficial transcripts by October 1.

In order to be placed on a new track for a half year, the teacher must make application and submit initial proofs by February 1.

Official action on changes will only be made after the receipt of official transcripts, which must be ordered from the university and paid for by the teacher who is applying for a change in track.

- (3) In order to qualify for a higher track:
- (a) All hours must be in the area of the teacher's teaching major or minor field or part of an approved graduate program in education.
 - (b) All graduate semester hours must be in the field of education or the teacher's major or minor teaching field for the BA+20 track. To be placed on the BA+20 track, a teacher must provide evidence that he/she is a candidate for an advanced degree. Courses taken for the MA+30 track may be in any field but all hours must be earned after the completion of the MA degree.
 - (c) All hours earned prior to the date of this Agreement, which were recognized previously, shall continue to be recognized.
 - (d) All credit hours must be earned at a regionally approved college or university. All collegiate work qualifying a teacher for elevation to a new track must be completed prior to the semester in which the new track becomes effective.
 - (e) Any exceptions must have the written approval of the Superintendent of Schools.

- N. Per diem entitlement will be the equivalent to the number of contracted days.
- O. If a secondary teacher is asked to teach an additional class on a permanent basis during said planning period, or at any other time and the teacher agrees and does teach said additional class, he/she shall be paid the equivalent of that time period as it relates to the schedule (i.e. teaching schedule 5 of 7 classes taught is one-fifth 1/5th, 5 of 6 class taught is one-fifth 1/5th, 6 of 7 classes taught is one-sixth (1/6th) of his/her regular salary as compensation thereof, or, if for a period less than the normal school day, pro rata amount thereof. If a secondary teacher is asked to perform a Schedule C task during a planning period, or at any other time and the teacher agrees, he/she will be paid based on the attached Schedule C payment.
- P. Upon separation from the school district, a per diem rate of Fifty-Five Dollars (\$55.00) per day will be paid the teacher if then living, or to his/her estate if deceased, for unused sick leave time up to a maximum of one hundred eighty (180) accumulated days. The employee may elect to have their unused sick leave time deposited by the District into one of the District's approved tax deferred annuities and custodial accounts (403b Plans) (Article X, Section F) and/or the HSA option if available. The employee shall select the plan. Any accumulated days beyond the one hundred eighty (180) day maximum will be donated to the WBEA Sick Bank.
- Q. Teachers retiring from service with the West Bloomfield School District shall receive a retirement benefit of \$75.00 per year for all years of service in the West Bloomfield School District, provided that their irrevocable resignation for the purpose of retirement is filed in writing at least 90 calendar days in advance of the proposed retirement date. Teachers that file their irrevocable resignation for the purpose of retirement at least 180 calendar days in advance of the proposed retirement date will receive a retirement benefit of \$150.00 per year of service in the West Bloomfield School District. Teachers retiring effective at the end of the school year will receive an additional \$500.00. Should a teacher return to employment after receiving this incentive, at the teacher's own request or at the request of the Board, they will not receive this benefit again. The employee may elect to have their service retirement benefits deposited by the District into one of the District's approved tax deferred annuities and custodial accounts (403b Plans) (Article X, Section F) and/or the HSA option if available. The employee shall select the plan.
- R. No teacher during any twelve (12) consecutive months shall receive compensation from the Board plus unemployment compensation in a total amount exceeding what the teacher would have received had the teacher been employed full-time under this Agreement by the Board. In the event a teacher receives such excess amount, the teacher's salary for the school year in which he/she is recalled to employment shall be calculated by subtracting the amount of the excess payment from the amount otherwise due under this Agreement.
- S. Any teacher who successfully completes the certification process for National Board Certification shall be paid a one-time stipend of Two Thousand Dollars (\$2,000.00). Each year thereafter, the teacher will be paid One Thousand Dollars (\$1,000.00) in addition to their salary.
- T. All VocEd/CTE teachers that may be required to complete VocEd and CTE forms, attend meetings, etc. that are required by the District, County, State and/or Federal Government will be given up to two (2) days release time and up to fifty-six (56) hours at curriculum rate. If it becomes necessary to exceed the fifty-six (56) hours the teacher will submit a plan for additional hours to the high school administration for approval.
- U. The secondary counseling departments shall have an extended school year with the intent of working jump start, student orientation and student scheduling as follows:
- High school and OEC counselors (or appointed designee) may have up to eight additional days outside the normal school calendar.
 - Middle school counselors may have up to four additional days outside the normal school calendar.

Principals shall notify their counselors of the schedule for these additional days by May 1. Counselors shall be paid at his/her per diem rate for these days.

- V. Each elementary building will be provided up to twenty-eight (28) hours of extended time, at the principal's discretion, for summer work with the intent of student placement and scheduling. Principals shall notify the necessary staff member(s) two (2) weeks prior to the scheduled work time. Time will be compensated at curriculum rate.
- W. Any teacher's child(ren) will not be required to "pay-to-play" for sports in the district unless it is a self-funded sport.
- X. Staff will receive a 25% discount on all community education programs excluding aquatics programs. If a staff member is teaching a community education class there will be no charge for the staff member's child(ren) to participate.
- Y. Staff and one guest will receive free entry to all home athletic events (excludes playoffs) and all fine arts events.
- Z. Staff will receive one (1) 25% discount at Laker Landing per year.
- AA. Staff will receive a \$50 discount on a high school yearbook and a 50% discount on a middle school and elementary school yearbook.
- AB. Parking passes at the high school will cost \$5.00 for an employee's student.
- AC. Staff will receive eight (8) tickets to West Bloomfield High School's graduation when an immediate family member or a member of their household is graduating.

ARTICLE X
TEACHER BENEFIT INSURANCE

- A. The Board shall provide one of the following plans to each teacher. Members choosing a Choices option will contribute to healthcare premiums as required by law. The District will pre-fund members choosing the MESSA ABC plans, \$1,000 for single and \$2,000 for two person and full family on a yearly basis. The district currently pays the state CAP amount for healthcare and the costs will be adjusted based on the CAP increases in January or the insurance costs in July.

Both parties recognize the district has the ability to change from the CAP to 80/20 and vice versa. In consideration of the staff and their financial planning, the District will give notice to the Association of any changes in a timely manner and agrees not to make this change more than once per benefit year.

MESSA OPTION 1

- Choices
 - \$1,000/\$2,000 Deductible
 - \$20 Office Visit Rider
 - Mandatory Mail RX/3-Tier RX Riders

- Long-Term Disability
 - 66-2/3%
 - Maximum benefit \$4,500
 - Maximum monthly salary \$6,750
 - 120 calendar day straight wait
 - Alcohol/Drug - 2 years
 - Mental/Nervous - 2 years

- Delta Dental 80/80/80/60 or
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment
- Vision VSP 2

MESSA OPTION 2

- Choices \$1,000/\$2,000 Deductible
20% coinsurance
Mandatory Mail RX/3-Tier RX Riders
- Long-Term Disability 66-2/3%
Maximum benefit \$4,500
Maximum monthly salary \$6,750
120 calendar day straight wait
Alcohol/Drug - 2 years
Mental/Nervous - 2 years
- Delta Dental 80/80/80/60 or
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment
- Vision VSP 2

MESSA OPTION 3

- ABC Plan 1 \$1,500/\$3,000 Deductible
Mandatory Mail RX/3-Tier RX Riders
- Long-Term Disability 66-2/3%
Maximum benefit \$4,500
Maximum monthly salary \$6,750
120 calendar day straight wait
Alcohol/Drug - 2 years
Mental/Nervous - 2 years
- Delta Dental 80/80/80/60
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment

- Vision VSP 2

MESSA OPTION 4

- ABC Plan 2 \$2,000/\$4,000 Deductible
Mandatory Mail RX/3-Tier RX Riders
- Long-Term Disability 66-2/3%
Maximum benefit \$4,500
Maximum monthly salary \$6,750
120 calendar day straight wait
Alcohol/Drug - 2 years
Mental/Nervous - 2 years
- Delta Dental 80/80/80/60
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment
- Vision VSP 2

MESSA OPTION 5

- Essentials \$375/\$750 Deductible
20% Coinsurance
Essentials by MESSA RX
- Long-Term Disability 66-2/3%
Maximum benefit \$4,500
Maximum monthly salary \$6,750
120 calendar day straight wait
Alcohol/Drug - 2 years
Mental/Nervous - 2 years
- Delta Dental 80/80/80/60
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment
- Vision VSP 2

MESSA OPTION 6 (for employees not electing health insurance coverage)

- Long-Term Disability 66-2/3%
\$5,000 monthly maximum
120 calendar day straight wait
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

- Delta Dental 80/80/80/60:
50/50/50/50:
\$1,500 Yearly Maximum on
Class I, II, III
\$2,000 Lifetime Maximum on Class IV
- Negotiated Life \$50,000 with Accidental Death and
Dismemberment
- Vision VSP 3 Plus
- Additional Salary See Chart Below
(Based on numbers at Open Enrollment)

Levels	Number of employees taking cash-in-lieu	Cash-in-Lieu Full Family	Cash-in-Lieu 2 Person	Cash-in-Lieu 1 Person (not included in participation numbers to the left)
1	62	\$300 per mo.	\$300 per mo.	\$300 per mo.
2	63-93	\$500 per mo.	\$400 per mo.	\$300 per mo.
3	94-168	\$750 per mo.	\$500 per mo.	\$300 per mo.
4	169+	\$1000 per mo.	\$600 per mo.	\$300 per mo.

- B. There shall be no double coverage on health insurance; however, dental and vision insurance shall have both internal and external coordination of benefits.
- C. Day Care - The Board of Education will provide to teachers who apply for the Stepping Stones, Junior Kindergarten all day programs, and Kids Klub before and after care program operated by the Community Education Department a 25% discount.

Teachers who wish to enroll their child in these programs will have a one-day early registration prior to the registration of the general public. The employee is responsible for being aware of when registration is available through the Community Education Department. No additional information will be distributed by the Human Resources Office to inform employees of the registration period.

- D. Teacher Enrichment Program - The Teacher Enrichment Program established in the 1984-85 school year will continue under the guidelines established by the joint committee during the aforementioned time period. In addition, the program shall be funded by the Board in the amount of Seventy-Five Thousand Dollars (\$75,000.00) per school year. Within the umbrella of this program, teachers will be allotted up to four hundred dollars (\$400.00) per semester. Teachers who received an overall rating of Effective or Highly Effective on their most recent West Bloomfield School District year end performance appraisal are eligible for an additional \$100.00 of TEP funds per semester increasing the amount allowable from \$400.00 to \$500.00 per semester. If a substitute is required, the cost will be deducted from the \$75,000 allocated to the Teacher Enrichment Program and the full amount will be reimbursed up to four hundred dollars (\$400.00) or five hundred dollars (\$500.00) per semester per teacher.
- E. The provisions of the group policies and the rules and regulations of the carriers will govern the benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this agreement shall not be subject to the grievance procedure.

- F. Tax Deferred Annuities and Custodial Accounts - Teachers may participate in district approved tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction.
- | | |
|---|-------------------------------------|
| AIG/Valic | Proequities/Eschels Financial Group |
| American Funds | T. Rowe Price |
| AXA Equitable | Vanguard Group |
| Franklin Templeton | Paradigm Equities, Inc. |
| Commonwealth Annuity & Life/Kemper Investors Life Ins | |
| Consolidated Financial Corp/Great American Life | |

These companies are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the teacher's alone and neither the Board nor Association shall be liable for monies invested.

- G. Dependent Care - A Dependent Care Program option will be made available to bargaining unit members. The plan, initially established by the Board of Education during the 1992-93 school year, will allow bargaining unit members to enroll in the plan during the month of November for the next tax year. The initial plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) day notice of any change.

Beginning with the 1995 tax year, an Uninsured Health Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll beginning November 1994. Thereafter, bargaining unit members may enroll in the plan during the month of November for the next tax year.

The initial plan shall be handled through Consolidated Financial, Inc. the Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least Sixty (60) day notice of any change.

- H. All less than full-time teachers are eligible to enroll in one of the MESSA Options on a pro-rata basis. The Board will provide the part-time teacher with the pro-rata share of the premium of one of the MESSA Options chosen by the teacher. The teacher will be responsible for paying the remainder of the monthly premium if necessary.
- I. A laid-off teacher who is eligible for recall, at his/her option, may elect to continue his/her health insurance in accordance with the COBRA Act or by direct pay to the carrier, subject only to the rules of the carrier.

ARTICLE XI
TEACHER EVALUATION

- A. NTPS: See Appendix A, Article XI, A, for additional contract language.
- B. NTPS: See Appendix A, Article XI, B, for additional contract language.
- C. NTPS: See Appendix A, Article XI, C, for additional contract language.

ARTICLE XII
CURRICULUM DEVELOPMENT

- A. The parties mutually recognize that the school district has important needs to improve and evaluate its instructional program and, furthermore, that teachers must play a necessary and important role in shaping and developing that curriculum.

- B. Curriculum Council will provide teachers with direct input including, but not limited to, the following areas:
- (1) Initiating and/or advising curriculum proposals;
 - (2) Establishing curriculum committees;
 - (3) Recommend approval or non-approval of summer workshops, innovative projects, textbooks and programs.
- C. Teacher members of the Curriculum Council shall be elected by the teachers in each building. There shall be one representative from each elementary, two representatives from the middle school, and two representatives from the high school. Further a representative from special education shall be elected by his/her peers. A WBEA representative will be appointed by the WBEA president.
- D. Participation on any committee by any teacher shall be voluntary.
- E. Compensation for curriculum work done by teachers after the regular school day shall be accomplished by:
- (1) Paying the teacher an hourly rate established by Article IX, Section H.
 - (2) Initiating an individual supplementary contract at a dollar amount determined by Article IX, Section H.
 - (3) Any combination of release time, hourly rate and/or individual supplementary contract.
- F. Curriculum Council shall meet regularly throughout the school year. The Curriculum Council shall consist of teachers, administrators, and a board member. Curriculum Council representation will be as follows:
- Assistant Superintendent for Learning Services (co-chairperson),
 - Teachers (3 co-chairpersons) one from each level – elementary, middle school and high school)
 - Administrator from each level
 - Teacher from each building (2 representatives from WBMS and WBHS and 1 from Oakland Early College) a special education teacher, and a pre-K teacher
 - Board Member

The Council will establish meeting dates and operating procedures.

ARTICLE XIII
SCHOOL CALENDAR

- A. The school calendar for each of the school years covered by this Agreement is attached hereto as Schedule E.
- B. It is agreed by the parties that the following holidays are included in the calendar without any reduction in salary:

New Year's Day
Martin Luther King Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

- C. At the end of the first semester there are two A.M. half (1/2) days of student instruction. The first half (1/2) day is P.M. records day for teachers and the second half (1/2) day is an optional P.M. records day for teachers. The records day at the end of the second semester is an optional attendance day for all teachers. All records and grades (elementary and secondary) will be due by midnight of the final records day. For marking periods 1, 2, and 3, report card due dates are one week after the end of the marking period. All teachers must follow building checkout procedures, which may be completed by the last day with students in order to exercise the non-attendance option on the records day.
- D. All teachers will be required to participate in professional development hours each year according to the schedule in the calendar.
1. All such hours shall be devoted exclusively to professional development activities. All early release/late start professional development days shall be planned in coordination with Association representation/designee, a school improvement leader/team, and building administration. WBEA building representatives will meet collaboratively with the Learning Services department to develop expectations and needs for the full professional development days. Teacher work days prior to the start of school will include a half day for building professional development and a minimum of a half day for teacher choice time. For full day professional development days, there will be a minimum of two (2) hours of PLC time and a maximum of five (5) hours of professional development time for each full PD day. A joint communication will be sent out to WBEA members, outlining the intent, importance, expectation of, and participation in the professional development time.
 2. At one of the two late starts each month, a building staff meeting will take place either before or after the late start.
 3. The teacher professional development hours may be satisfied in a number of ways such as: District developed and approved in-service activities; TEP approved workshops and conferences; attendance at national, state and regional conferences; education related conferences and/or any other professional development conferences/activity for which prior approval was obtained through the building principal.
 4. All staff development hours must be completed by June 1 of each school year. Failure to complete the annual required hours will result in the docking for one hour's pay for each hour of professional development/in-service time not completed.
 5. The recording of all professional development activities and hours will be the responsibility of the teacher with a cumulative record to be completed by June 1 of each school year.
 6. Teachers working less than full time, excluding share-time teachers, will be required to attend open house, parent-teacher conferences, professional development and early release/late start activities. Part time teachers attending early release/late start activities and professional development days that are not part of their regular work day will be compensated at the curriculum rate of pay.
 7. Teachers hired after the beginning of the school year will be required to participate in the yearly professional development hours based on the hours in the calendar.
 8. Teachers on a paid or unpaid leave of absence will only be required to complete any remaining yearly professional development hours scheduled when they are at work.

ARTICLE XIV
JOB SHARING

- A. Job sharing shall be defined as two (2) teachers sharing one (1) teaching assignment for which they are both certified and qualified. Any teacher who wishes to participate in job sharing shall do so on a voluntary basis.
- B. Those teachers interested in job sharing teaching assignments will forward a written request to the Human Resources Administrator and the building principal no later than March 1 of each school year. Said written request will include the following:
1. The assignment to be shared, including the proposed work schedule;
 2. Building assignment(s);
 3. Assignment coverage, including prep time, lunch (if applicable), staff meetings, parent-teacher conferences, in-service, etc.;
 4. Fringe benefit selections; and
 5. Other pertinent information.
- C. The District will make every effort to notify teachers of the Board's acceptance or rejection of their application by the last day of school. It is understood and agreed by the parties that the final decision concerning job-sharing requests is the sole prerogative of the Superintendent and his/her decision shall not be subject to the grievance procedure.
- D. Teacher participation in job sharing shall:
1. Accrue seniority in the same manner as a full-time teacher;
 2. Advance on the salary schedule (if applicable) in the same manner as a part-time teacher;
 3. Receive a pro rata share of the salary for their step and track;
 4. Receive pro rata of leave days granted to full-time teachers;
 5. Be eligible for a dollar amount up to one-half (1/2) of the insurance premium cited in Article X and based upon each job share teacher's eligibility for said insurances. Job share teachers may elect the insurance coverage appropriate to their needs, providing they are eligible for said insurance and cost thereof does not exceed one-half (1/2) of the total premiums. Job share teachers may select a combination of insurances, which exceed the one-half (1/2) premium payment limitation by prepaying the difference in cost over eligibility per Business Office procedure. Said insurances (medical, dental, life, long-term disability and optical) are subject to the terms, conditions and approval of the respective carriers.
 6. Both teachers in a job share position are required to attend open house, parent-teacher conferences, early release/late start days, and professional development days (both half and full days). This attendance is a part of the job share time agreement with no additional compensation by the administration or district. Other duties will be divided as equally as possible between the job share teachers and in the same manner as full-time teachers.
- E. Job share applications and reapplications shall be made on an annual basis. Teachers who were formerly full-time and participate in job sharing and request a return to a full-time position shall be returned to a full-time status for the subsequent school year. NTPS: See Appendix A, Article XIV, E, for additional contract language.

- F. Teachers currently on the recall list, or those who have been notified of layoff, may request participation in job sharing if there is no person with higher seniority who is certified and qualified to share the position and wishes to do so.

ARTICLE XV
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in their school. Teachers, on the other hand, accept their responsibility in maintaining proper discipline in their school according to written building discipline policies.

Teachers shall receive a copy of the Student Code of Conduct at the beginning of each school year. The Board shall review its discipline policy annually in order to refine and improve its effectiveness.

At the beginning of each school year teachers shall be informed of the proper procedures for reporting assaults or injuries. The building principal/supervisor will review safety policies and procedures (including any key safety personnel in the building) with the staff every school year.

Teachers will follow the Student Code of Conduct. When it becomes necessary for a teacher to exclude a pupil who is interrupting the educational process, the teacher may exclude the pupil from the class. The student will not return to the classroom until the teacher has been notified of the action taken by the administration.

- B. In any instance of alleged assault of a teacher by a student, including threats by a student, the teacher shall report the incident promptly to the Board or its designated representative. If the administration determines that the alleged threat or assault occurred, the administration will recommend discipline according to the Student Code of Conduct.

Any case of student assault upon a teacher arising out of the performance of his/her professional responsibilities at school or a school sponsored function shall be promptly reported to the Association President. The accused student shall be removed from the classroom until the investigation into the assault is concluded.

- C. Within twenty-four (24) hours a written report shall be submitted as well. In the event of personal injury to the teacher, the procedures relative to Worker's Compensation leave shall apply.
- D. Since administrative support is essential to the maintenance of the teacher's classroom, the principal will communicate any relevant information to the extent allowed under the law (including but not limited to FERPA, IDEA, HIPAA, Revised School Code) to help deter negative or behavioral reoccurrences. This information will be provided to the teacher when one of their students has been suspended for any reason.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall not be individually liable for any damage or loss to person or property, except in case of gross or proven negligence and/or neglect of duty.
- F. All classrooms will have a call feature that will connect with the main office.
- G. When non-district students visit during the school year teachers will be notified twenty-four (24) hours prior to the visit.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. A grievance is a written complaint by a bargaining unit employee or the Association concerning any alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. The following actions are excluded from the grievance process: (1) the discharge or demotion (as described in the Teachers' Tenure Act) of a tenured teacher, and (2) the discharge or nonrenewal of a probationary teacher, although the probationary teacher has an opportunity to address the Board through a requested agenda item listed as a personnel issue. As applicable, these actions are subject to the appeal procedure as provided for in the Michigan Teachers' Tenure Act.
- C. No grievance shall be filed under this Agreement for incidents occurring before the effective date of this Agreement.
- D. All time limits herein shall consist of school days except during the summer vacation period (June-August) when the days shall be business days. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

- E. In the handling and processing of a grievance, the following procedure shall apply:

Step 1: Any teacher who believes he/she has a complaint may present such complaint, on an informal basis, to his immediate administrator. If the complaint is not resolved, the matter shall be reduced in writing by the grievance and submitted to his/her immediate administrator. The grievance must be reduced in writing ten (10) days from the time of the discussion between the grievant and his/her immediate administrator. The written grievance may be presented to the immediate administrator either: (a) by the teacher alone, or (b) by the teacher accompanied by an Association representative. In the event the grievance involves more than one (1) building or is filed by the Association, it must be filed at Step 2.

No grievance shall be processed unless it is presented at Step 1 within ten (10) school days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Association. Within ten (10) days after the presentation of the written grievance, the immediate administrator shall give his/her answer in writing to the grievant.

Step 2: In the event the grievant, or the Association, is not satisfied with the disposition of a grievance at Step 1, within ten (10) days after receipt of the administrator's answer, the grievant may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be in writing.

Within twelve (12) days after receipt of such request for appeal, the Superintendent or his/her designee shall meet with the Grievance Committee of the Association. The parties shall attempt to resolve the dispute at this level. Within five (5) days upon conclusion of such meeting, the Superintendent or his/her designee shall present the grievants and the Association President or his/her designee with a written answer to the grievance.

Step 3: If the grievance is not settled at Step 2, the matter may be referred to arbitration by the Association, provided that notice to refer the matter is given to the Superintendent within twenty (20) days from the date of the receipt of the written decision at Step 2. Within ten (10) days after the date of the written request for arbitration, a designated representative of the Board and the Association or its designated representative shall meet and make every effort to agree upon a mutually acceptable arbitrator. If the

parties are unable to agree on an arbitrator within five (5) days, the Association or the Board shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

The Arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board of Education, the Association, and the teacher or teachers involved. Neither party shall be permitted to assert any new ground, add any new issues, present any new claims or make new arguments that had not previously been disclosed except where procedural issues arise subsequent to the last grievance proceeding. In this event, at least a five (5) day notice will be provided to the other party.

The Arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she render any decision, which would require any action in violation of Michigan School Law. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

All hearings shall take place at a site no further than five (5) miles from the Board Office. Hearings will not be held at an M.E.A. office.

- F. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- G. In the event an alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance so long as such order, requirement, etc., is not illegal or does not entail a hazard to the teacher or student.
- H. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing it and having it resolved informally with the Board's representatives; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Board is not inconsistent with the terms of this Agreement.
- I. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.
- J. It is understood that each grievance will be resolved on its own merits.
- K. Nothing in this Agreement shall deny to any teacher, or to the Association, the right to file a grievance alleging a violation or violations of any term or terms of this Agreement, except those items specifically excluded.
- L. Should the Superintendent or the principal decide to hold any grievance hearing during normal school hours, teachers participating in such hearings shall be released from their regular duties without loss of salary. The expense and compensation for attendance of any teacher, witness or participant in arbitration shall be paid by the party calling such teacher or witness or requesting such participant.

All meetings concerning grievances are to take place at reasonable hours and will not interfere with assigned duties unless said meetings are called by the school administration or Arbitrator.

The grievant and up to two (2) other witnesses and the Association grievance chairperson shall be released from their work responsibilities to be present at such meeting with no loss of pay. If the Association desires additional witnesses, they will be granted Association days in order to attend the hearing. The Association will pay the Board the costs for substitute teachers, if necessary, if such substitutes are required to replace teachers called upon as Association witnesses.

Any matter subject to the grievance procedure which has been filed before the expiration of this Master Agreement shall be processed through the entire procedure, if necessary.

ARTICLE XVII **NEGOTIATION PROCEDURES AND NO-STRIKE CLAUSE**

- A. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to wages, hours and other conditions of employment except by mutual consent.

The parties recognize the right of the Board to make any changes in policies and regulations consistent with the terms of this Agreement. In the event that a change inconsistent with the terms of this Agreement is contemplated, the Board will notify the Association and the Association will have the opportunity to express its position and to request negotiations concerning the contemplated change.

- B. In any negotiations of a new Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

ARTICLE XVIII **MISCELLANEOUS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

- B. The Board shall distribute a copy to all teachers promptly after the Master Agreement is reproduced. Prospective teachers shall also receive a copy at the time a contract is offered to them.
- C. The Association recognizes the benefit of building handbooks for disseminating procedural information relative to the orderly operation of the building. No item in any building handbook shall be contrary to the terms and conditions of this Agreement. Any change in working conditions requiring bargaining, as determined by P.E.R.A., shall be negotiated by the parties.

ARTICLE XIX
ASSOCIATION PREROGATIVES

- A. Association officers and representatives shall be entitled as a group to receive a total of twenty-five (25) days of paid leave during the school year without expense compensation to attend Association conventions, meetings, negotiations, arbitration hearings, and for the purpose of presentation. Days for non-classroom teachers not requiring a substitute and the President of the Association will not be charged to the Association's bank of 25 days for bargaining. Additional Association Business days beyond the twenty-five (25) days can be appealed to the Superintendent. Five (5) of these days may be taken as either whole or half days (to equal 10 half days). The President of the Association shall notify the Human Resources Office at least two (2) school days in advance. In emergency situations, leave may be granted on shorter notice. For the duration of this Agreement the President shall be entitled to up to ten (10) additional days of paid leave, for Presidential Association business, without cost to him or the Association.
- B. The Board shall provide, at no cost to the individual or the Association, half-day release time for the President of the Association. At its discretion, and with the agreement of the Association President, the District may assign to the Association President responsibilities including, but not limited to, the evaluation and curriculum committee liaison.

Part of the release time responsibilities may include workshops with the lead mentor and the district mentoring program, organizing new teacher workshops and trainings, program needs and operating criteria for the mentoring program. Should the legislature, during the effective dates of this agreement, act to limit or prohibit the District supplied release time herein provided, the District shall, throughout the effective dates of this agreement, continue to provide the release time unless such continuation is expressly prohibited by law.

1. Should the President be a secondary teacher, he/she will be released the last half of the day.
2. Should the President be an elementary school teacher or a teacher in a non-classroom assignment, he/she will be released according to a mutually agreed upon arrangement to equal the time specified in item 1.

Should the Association deem it necessary to provide additional release time for the President that is above what is provided in this agreement, the Association will pay the additional cost above the contractual amounts. The Association must notify the Human Resources office of their intent to utilize this clause no later than February 1st for the following year.

The Association President will be provided with a reserved parking space at his/her designated building to be selected by the Association President.

The Association President will have an opportunity to have a printer that is provided and maintained by the association.

Nothing in this section shall prohibit the parties from developing an alternative form of released time as long as the parties mutually agree to the arrangement.

- C. Vending machines, approved by the administration as to size, may be installed in the teachers' lounge of each school by the West Bloomfield Education Association, which shall be solely responsible for the maintenance and operation of the machines.
- D. The Board shall make available to the President of the Association, or his/her designee, upon his/her reasonable requests, such statistics or financial information in the possession of the Board as are relevant to the negotiation of collective bargaining agreements succeeding this Agreement. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled. Original records of the foregoing specified information are to be examined only at the office of the Board. If the President of the Association or his/her designee requests copies of any such material, then the Association agrees to reimburse the Board for actual expenses incurred in furnishing such copies.
- E. The Association shall have the privilege of using school building facilities at all reasonable hours for meetings, without charge, during normal working hours of the custodians, provided such meetings shall not interfere with other regularly scheduled activities and provided the principal shall designate the location of said meeting within the building. Bulletin Board space in lounges and usual school mail facilities shall be made available to the Association, provided that the Board shall have no responsibility in any way for any material in connection with use of school mail facilities. All Association communications shall be signed by a member of the WBEA Executive Board prior to distribution through the school mail facilities. The Association shall maintain bulletin Boards in an orderly fashion, and bulletin Board postings shall be signed by an Association officer.
- F. The Board shall provide an agenda of each regular and special Board meeting on or prior to the date of the meeting.

The Board shall also provide the Association with a copy of the unofficial (not approved by the Board) minutes of each regular and special Board meeting within five (5) school days of the meeting.

The Board shall continue to provide the Association with copies of the official minutes of each regular and special Board meeting. These copies will be sent within ten (10) school days after the minutes have been approved through the school mail addressed to the Association representative in each building.

The Board shall annually furnish the Association with copies of each building handbook.

- G. The Association shall have the privilege of using computers, other copy equipment, and all types of audio-visual equipment in connection therewith, subject to the following:
 - (1) Such equipment may be used only during other than the normal school day, which includes lunch and planning periods.
 - (2) Such equipment may be used only when such use will not interfere with use of such equipment by the Board.
 - (3) The Association shall provide all materials and supplies incident to such use.
 - (4) The Association shall pay for any and all damage to such equipment caused by its use or misuse.
 - (5) Materials and equipment may be used only for Association business, except that it is not to be used for communications containing material derogatory of the Board or Administration.
 - (6) The building principal or his/her designated representative shall be advised prior to the use of the previously mentioned equipment.

- (7) The Association shall not use the services of secretaries, clerks, typists or stenographers hired by the Board.
- H. The hours immediately following the normal school day on the third Monday of each month will be the normal time for Association meetings. Such meetings will take precedence over any other meeting or activity tentatively scheduled for that time.
- I. The Board will provide to the President of the Association daily access to the school district's email and internet system. This email and internet access will be provided in his/her classroom and department office.

ARTICLE XX
CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.


ARTICLE XXI
DURATION OF AGREEMENT

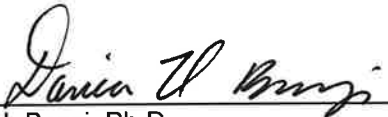
This Agreement shall be in effect as of September 1, 2023 and shall continue in effect, as amended, until August 31, 2025.

Either party may request that negotiations for the reopener officially commence no later than May 1, 2024.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to, in writing, by both parties.

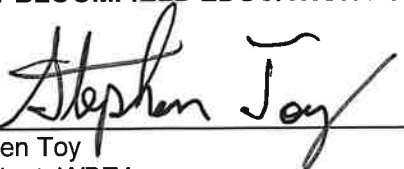
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:

 8/3/23
Eric Whitney
Deputy Superintendent
Talent Development and Management
Date

 8/3/23
Dania H. Bazzi, Ph.D.
Superintendent
Date

 8/3/23
Stacy Brickman
Board of Education President
Date

WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA:

 8/3/23
Stephen Toy
President, WBEA
Date

 8/3/2023
Kim Abel
MEA Representative
Date

**WEST BLOOMFIELD SCHOOL DISTRICT
SCHEDULE A
2023-2024 Salary Schedule**

STEP	BA	BA+20	MA	MA+30	PH D
1	\$43,613	\$44,981	\$48,052	\$50,493	\$51,886
2	\$44,321	\$45,637	\$48,649	\$51,445	\$52,621
3	\$45,095	\$46,671	\$50,678	\$53,447	\$55,738
4	\$45,687	\$47,157	\$51,899	\$54,284	\$58,286
5	\$47,137	\$48,605	\$54,060	\$56,441	\$62,646
6	\$49,620	\$51,230	\$57,237	\$60,025	\$64,163
7	\$52,114	\$53,760	\$60,417	\$63,592	\$67,129
8	\$54,600	\$56,186	\$63,592	\$66,768	\$70,100
9	\$57,495	\$59,367	\$66,788	\$70,081	\$73,800
10	\$60,393	\$62,548	\$69,981	\$73,394	\$77,502
11	\$63,291	\$65,732	\$73,178	\$76,709	\$81,203
12	\$66,093	\$68,015	\$76,877	\$80,141	\$83,501
13	\$68,942	\$70,299	\$80,576	\$83,573	\$85,799
14	\$71,843	\$72,586	\$84,274	\$87,007	\$88,099
15	\$80,812	\$82,106	\$93,484	\$96,511	\$99,544

Effective for the 2023-2024 school year:

- Step 15 \$1750 off-schedule payment put on salary schedule
- \$1,000 added on schedule to steps 1-4
- 2% salary increase on schedule to steps 1-14
- 3.5% salary increase on schedule to step 15
- Full step on schedule for steps 1-14

SCHEDULE B
2023-2025
SUPPLEMENTARY PAY - ATHLETICS
Base: BA STEP 12 - \$66,093

	2023-2025 SCHEDULE	% FACTOR
<u>HIGH SCHOOL – GENERAL</u>		
Athletic Facilitator, Season (3)	\$3,305	5.0
Weight Training, Fall (1)	\$1,652	2.5
Weight Training, Winter (1)	\$1,983	3.0
Weight Training, Spring (1)	\$1,652	2.5
Weight Training, Summer (1)	\$1,652	2.5
<u>HIGH SCHOOL - BOYS</u>		
Baseball, Varsity Head Coach (1)	\$5,948	9.0
Baseball, Varsity Assistant Coach (1)	\$3,966	6.0
Baseball, Junior Varsity Head Coach (1)	\$3,966	6.0
Baseball, Freshman Head Coach (1)	\$3,966	6.0
Basketball, Varsity Head Coach (1)	\$7,025	10.5
Basketball, Varsity Assistant Coach (1)	\$4,627	7.0
Basketball, Junior Varsity Head Coach (1)	\$4,627	7.0
Basketball, Freshman Head Coach (1)	\$4,627	7.0
Bowling Head Coach (1)	\$2,975	4.5
Cross Country Head Coach (1)	\$4,627	7.0
Diving Coach (1)	\$3,305	5.0
Football, Varsity Head Coach (1)	\$7,270	11.0
Football, Varsity Assistant Coach (4)	\$5,287	8.0
Football, Junior Varsity Head Coach (1)	\$4,627	7.0
Football, Junior Varsity Assistant Coach (2)	\$4,627	7.0
Football, Freshman Head Coach (1)	\$4,627	7.0
Football, Freshman Assistant Coach (1)	\$4,627	7.0
Golf, Varsity Head Coach (1)	\$4,627	7.0
Golf, Junior Varsity Head Coach (1)	\$2,974	4.5

	2023-2025 SCHEDULE	% FACTOR
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HIGH SCHOOL – BOYS

Continued

Golf, Freshman Head Coach (1)	\$2,974	4.5
Hockey, Varsity Head Coach (1)	\$5,948	9.0
Hockey, Varsity Assistant Coach (1)	\$3,635	5.5
Intramurals, Fall (1)	\$1,652	2.5
Intramurals, Winter (1)	\$1,983	3.0
Intramurals, Spring (1)	\$1,652	2.5
Lacrosse, Varsity Head Coach (1)	\$5,287	8.0
Lacrosse, Varsity Assistant Coach (1)	\$3,635	5.5
Lacrosse, Junior Varsity Head Coach (1)	\$3,635	5.5
Skiing, Varsity Head Coach (1)	\$4,627	7.0
Soccer, Varsity Head Coach (1)	\$5,287	8.0
Soccer, Varsity Assistant Coach (1)	\$3,635	5.5
Soccer, Junior Varsity Head Coach (1)	\$3,635	5.5
Soccer, Freshman Head Coach (1)	\$3,635	5.5
Swimming, Varsity Head Coach (1)	\$6,609	10.0
Swimming, Junior Varsity Head Coach (1)	\$4,296	6.5
Tennis, Varsity Head Coach (1)	\$4,627	7.0
Tennis, Junior Varsity Head Coach (1)	\$2,974	4.5
Track, Varsity Head Coach (1)	\$5,948	9.0
Track, Varsity Assistant Coach (1)	\$4,296	6.5
Track, Freshman Head Coach (1)	\$4,296	6.5
Track, Indoor Head Coach (1)	\$3,635	5.5
Wrestling, Varsity Head Coach (1)	\$5,948	9.0
Wrestling, Varsity Assistant Coach (1)	\$4,296	6.5
Wrestling, Junior Varsity Head Coach (1)	\$4,296	6.5
Wrestling, Freshman Head Coach (1)	\$4,296	6.5

	2023-2025 SCHEDULE	% FACTOR
HIGH SCHOOL – GIRLS		
Basketball, Varsity Head Coach (1)	\$7,025	10.5
Basketball, Varsity Assistant Coach (1)	\$4,627	7.0
Basketball, Junior Varsity Head Coach (2)	\$4,627	7.0
Basketball, Freshman Head Coach (1)	\$4,627	7.0
Bowling Head Coach (1)	\$2,974	4.5
Cheerleading, Varsity Head Coach – Fall (1)	\$3,966	6.0
Cheerleading, Junior Varsity Head Coach – Fall (1)	\$2,974	4.5
Cheerleading, Freshman Head Coach – Fall (1)	\$2,974	4.5
Cheerleading, Varsity Head Coach – Winter (1)	\$3,966	6.0
Cheerleading, Junior Varsity Head Coach – Winter (1)	\$2,974	4.5
Cheerleading, Freshman Head Coach – Winter (1)	\$2,974	4.5
Cross-Country, Head Coach (1)	\$4,627	7.0
Diving Coach (1)	\$3,305	5.0
Field Hockey, Varsity Head Coach (1)	\$5,287	8.0
Field Hockey, Junior Varsity Head Coach (1)	\$3,635	5.5
Golf, Varsity Head Coach (1)	\$4,627	7.0
Golf, Junior Varsity Head Coach (1)	\$2,974	4.5
Golf, Freshman Head Coach (1)	\$2,974	4.5
Gymnastics, Varsity Head Coach (1)	TBD	TBD
Intramurals, Fall (1)	\$1,652	2.5
Intramurals, Winter (1)	\$1,983	3.0
Intramurals, Spring (1)	\$1,652	2.5
Lacrosse, Varsity Head Coach (1)	\$5,287	8.0
Lacrosse, Varsity Assistant Coach (1)	\$3,635	5.5
Lacrosse, Junior Varsity Head Coach (1)	\$3,635	5.5

	2023-2025 SCHEDULE	% FACTOR
HIGH SCHOOL – GIRLS		
Continued		
Pom-Pon, Varsity Head Coach - Fall (1)	\$3,305	5.0
Pom-Pon, Junior Varsity Head Coach – Fall (1)	\$2,644	4.0
Pom-Pon, Varsity Head Coach - Winter (1)	\$3,305	5.0
Pom-Pon, Junior Varsity Head Coach – Winter (1)	\$2,644	4.0
Skiing, Varsity Head Coach (1)	\$4,627	7.0
Soccer, Varsity Head Coach (1)	\$5,287	8.0
Soccer, Varsity Assistant Coach (1)	\$3,635	5.5
Soccer, Junior Varsity Head Coach (1)	\$3,635	5.5
Soccer, Freshman Head Coach (1)	\$3,635	5.5
Softball, Varsity Head Coach (1)	\$5,948	9.0
Softball, Varsity Assistant Coach (1)	\$3,966	6.0
Softball, Junior Varsity Head Coach (1)	\$3,966	6.0
Softball, Freshman Head Coach (1)	\$3,966	6.0
Swimming, Varsity Head Coach (1)	\$6,609	10.0
Swimming, Junior Varsity Head Coach (1)	\$4,296	6.5
Tennis, Varsity Head Coach (1)	\$4,627	7.0
Tennis, Junior Varsity Head Coach (1)	\$2,974	4.5
Track, Varsity Head Coach (1)	\$5,948	9.0
Track, Varsity Assistant Coach (1)	\$4,296	6.5
Track, Junior Varsity Head Coach (1)	\$4,296	6.5
Track, Freshman Head Coach (1)	\$4,296	6.5
Volleyball, Varsity Head Coach (1)	\$5,948	9.0
Volleyball, Varsity Assistant Coach (1)	\$4,296	6.5
Volleyball, Junior Varsity Head Coach (1)	\$4,296	6.5
Volleyball, Freshman Head Coach (1)	\$4,296	6.5

	2023-2025 SCHEDULE	% FACTOR
<u>MIDDLE SCHOOL – BOYS</u>		
Basketball, Grade 8 Coach (2)	\$2,644	4.0
Basketball, Grade 7 Coach (2)	\$2,644	4.0
Football, Coach (4)	\$3,305	5.0
Intramurals, Fall (1)	\$1,322	2.0
Intramurals, Winter (1)	\$1,652	2.5
Intramurals, Spring (1)	\$1,322	2.0
Track, Grades 6, 7, 8 Head Coach (1)	\$2,974	4.5
Track, Grades 6, 7, 8 Assistant Coach (2)	\$2,644	4.0
Wrestling, Coach (2)	\$2,644	4.0
Basketball, Grade 8 Coach (2)	\$2,644	4.0
Basketball, Grade 7 Coach (2)	\$2,644	4.0
Cheerleading Coach – Fall (2)	\$2,644	4.0
Cheerleading Coach – Winter (2)	\$2,644	4.0
Intramurals, Fall (1)	\$1,322	2.0
Intramurals, Winter (1)	\$1,652	2.5
<u>MIDDLE SCHOOL – GIRLS</u>		
Intramurals, Spring (1)	\$1,322	2.0
Track, Grades 6, 7, 8 Head Coach (1)	\$2,974	4.5
Track, Grades 6,7, 8 Assistant Coach (2)	\$2,644	4.0
Volleyball Coach (4)	\$2,644	4.0
<u>MIDDLE SCHOOL – BOYS/GIRLS</u>		
Cross Country Coach (4)	\$1,652	2.5
Diving Coach (1)	\$2,644	4.0
Swimming Coach (2)	\$2,644	4.0
<u>UNIFIED SPORTS</u>		
Up to two (2) coaches per sport - \$100 per contest, with a maximum of 10 contests in a single sport season.		

Supplemental pay for Elementary Intramurals will be calculated using the following formula:

The coaches will receive 60% of the total enrollment fee for these intramurals. The enrollment fee will be at least \$70.00 per participant and there shall be no minimum number of participants.

SCHEDULE C
2023-2025
SUPPLEMENTARY PAY – CO-CURRICULAR
Base: BA/Step 12

	2023-2025 SCHEDULE	% FACTOR
<u>HIGH SCHOOL</u>	\$1,322	
Activities Director		2.0
After Hours Activity Coordinator	\$5,618	8.5
Band, Instrumental	\$4,296	6.5
Band, Assistant Instrumental	\$2,974	4.5
Band, Marching	\$5,618	8.5
Band, Marching Assistant	\$1,322	2.0
Band, Jazz	\$2,974	4.5
Chemistry Club and Science Olympiad	\$1,322	2.0
Class Sponsor, Grade 12	\$2,313	3.5
Class Sponsor, Grade 11	\$1,652	2.5
Class Sponsor, Grade 10	\$1,322	2.0
Class Sponsor, Grade 9	\$1,322	2.0
Color Guard, Fall	\$1,322	2.0
Color Guard, Winter/Spring	\$1,652	2.5
Dean of Students	\$4,296	6.5
Debate	\$3,635	5.5
Debate, Assistant	\$2,313	3.5
Debate, Novice	\$1,322	2.0
DECA Club	\$2,974	4.5
Department Chairperson	\$4,296	6.5

	<u>2023-2025</u> <u>SCHEDULE</u>	<u>%</u> <u>FACTOR</u>
<u>HIGH SCHOOL</u>		
<u>Continued</u>		
Department Chairperson, Physical Education and Self- Contained Special Education	\$2,148	3.25
Drama, Director	\$3,305	5.0
Drama, Assistant Director	\$1,652	2.5
Drama, Assistant Director - Programs	\$661	1.0
Drama, Assistant Director - Publicity	\$661	1.0
Earth Club	\$1,322	2.0
Forensics	\$2,974	4.5
HOSA – Future Health Professionals	\$2,644	4.0
Law Club/Teen Court	\$2,974	4.5
Model United Nations	\$1,983	3.0
Musical, Director	\$4,627	7.0
Musical, Assistant Director	\$1,983	3.0
Musical, Assistant Director - Orchestra	\$1,652	2.5
Musical, Assistant Director - Vocals	\$1,652	2.5
Musical, Choreographer	\$1,322	2.0
Musical, Assistant Director - Publicity	\$661	1.0
National Honor Society	\$1,322	2.0

	2023-2025 SCHEDULE	% FACTOR
<u>HIGH SCHOOL</u>		
<u>Continued</u>		
Newspaper	\$3,305	5.0
One Act Play Festival, Director	\$2,644	4.0
One Act Play Festival, Technical Director	\$2,644	4.0
Orchestra	\$4,296	6.5
Other Clubs	\$661	1.0
Parking Lot Dean	\$4,296	6.5
Peer Mentoring	\$3,305	5.0
Prom Fashion Show Director	\$1,322	2.0
Prom Fashion Show Asst. Dir.	\$661	1.0
Recycling Club	\$1,322	2.0
Robotics Club****		
School Store	\$1,983	3.0
Student Council	\$2,313	3.5
Student Leadership	\$4,296	6.5
Testing Accommodations Coordinator	\$4,627	7.0
Testing Coordinator	\$4,627	7.0
Video Event-Coverage	\$2,644	4.0
Vocal Music	\$4,296	6.5
Vocal Music, Assistant / Choreographer	\$1,322	2.0

	2023-2025 SCHEDULE	% FACTOR
<u>HIGH SCHOOL</u>		
<u>Continued</u>		
Yearbook	\$3,305	5.0
Yearbook, Assistant	\$2,644	4.0
<u>OAKLAND EARLY COLLEGE</u>		
Academic Games	\$661	1.0
Activities	\$661	1.0
Digital Media Art Club	\$826	1.25
HOSA – Future Health Professionals	\$661	1.0
Instrumental Music	\$661	1.0
Multicultural & Inclusion Assoc.	\$826	1.25
National Honor Society	\$1,157	1.75
Other Clubs	\$661	1.0
Student Government	\$1,157	1.75
Testing/Accommodations Coordinator	\$1,652	2.5
Vocal Music	\$661	1.0
Yearbook	\$826	1.25
<u>MIDDLE SCHOOL</u>		
Dance Club	\$1,983	3.0
Dean of Students	\$4,296	6.5
Drama Club	\$1,983	3.0

	2023-2025 SCHEDULE	% FACTOR
MIDDLE SCHOOL		
Continued		
Facility Manager	\$1,983	3.0
Forensics	\$1,322	2.0
Instrumental Music	\$3,305	5.0
Jazz Band	\$1,983	3.0
Math Pentathlon	\$1,322	2.0
Model United Nations	\$1,983	3.0
Musical, Full Length Co-Director – Drama	\$2,644	4.0
Musical, Full Length Co-Director – Dance	\$2,644	4.0
Musical, Full Length Co-Director – Vocal	\$2,644	4.0
National Geography Bee	\$991	1.5
National Junior Honor Society	\$1,322	2.0
Orchestra	\$3,305	5.0
Other Clubs	\$661	1.0
PLC Leaders (6)	\$3,305	5.0
Robotics Club Manager	\$1,322	2.0
Science Fair Coordinator	\$1,322	2.0
Science Olympiad	\$1,322	2.0

	2023-2025 SCHEDULE	% FACTOR
<u>MIDDLE SCHOOL</u>		
<u>Continued</u>		
Ski Club	\$1,322	2.0
Spelling Bee	\$991	1.5
Student Council	\$1,322	2.0
Testing Coordinator	\$3,305	5.0
Testing Accommodations Coordinator	\$3,305	5.0
Vocal Music	\$1,983	3.0
Yearbook	\$1,322	2.0
<u>ELEMENTARY SCHOOLS</u>		
Grade 5 Camp	\$661	1.0
Instrumental Music Extracurricular Club	\$1,322	2.0
Lead Teacher***	\$2,974	4.5
Math Pentathlon	\$1,322	2.0
MTSS Committee Chair	\$991	1.5
MTSS Committee Member	\$661	1.0
Other Clubs/Special Event Coordinator	\$661	1.0
PLC Leaders (5) at Doherty, Gretchko, Scotch and Sheiko (one per grade level, one specials, one special education)	\$3,106	4.7

	2023-2025 SCHEDULE	% FACTOR
<u>ELEMENTARY SCHOOL</u>		
<u>Continued</u>		
PLC Leaders (9) at Roosevelt (one per grade level, one specials, one special education)	\$3,106	4.7
Leadership Team Chairperson	\$991	1.5
Leadership Team Member	\$661	1.0
Safety Patrol	\$661	1.0
Service Squad	\$661	1.0
Social-Emotional Learning Coordinator	\$661	1.0
Spelling Bee	\$661	1.0
Student Council	\$1,322	2.0
Testing Coordinator	\$3,305	5.0
Vocal Music Extracurricular Club	\$1,983	3.0
Yearbook	\$661	1.0
*K-5 Music		

*To be paid per each after school performance at the rate of \$200.00

**To be paid at the same above rate only if the performance is on a different night than the above.

***May include responsibilities such as, but not limited to, parent liaison, teacher-in-charge, field placement coordinator, and other leadership opportunities.

****WBHS Robotics grant is paid from Community Education funding.

	2023-2025 SCHEDULE	% FACTOR
<u>DISTRICT WIDE</u>		
Mentor Coordinator (provides services to elementary school, middle school and high school staff	\$2,644	4.0
Ed Tech/Web Master (8)	\$1,057	1.6
Lead Mentor – Elementary	\$2,644	4.0
Lead Mentor – Middle School	\$2,644	4.0
Lead Mentor – High School	\$2,644	4.0

SCHEDULE D
WEST BLOOMFIELD SCHOOLS
GRIEVANCE REPORT

(Number _____)

BUILDING (District)	ASSIGNMENT	AGGRIEVED	DATE
_____	_____	_____	_____

I. GRIEVANCE (TEN [10] DAY INTERIM)

Date of alleged violation: _____

Alleged Violation: (1) Agreement, Article _____ Date _____
 (2) Written Working Rules _____
 (3) Disciplinary Action _____

Statement of Grievance:

Relief Sought:

Signature

Date

II. PROCESSING OF GRIEVANCE

Step 1: Principal's Level (within ten [10] days after presentation of grievance)

Disposition of Principal: _____
(within ten [10] days of presentation)

Signature

Date

Position of Aggrieved:

____ Disposition Acceptable

____ Disposition Unacceptable

Signature

Date

Step 2: Superintendent's Level (within ten [10] days of receipt of administrator's decision)

Date Received: _____

Hearing Scheduled for: _____

Date

Time

Disposition of Superintendent: (within twelve [12] days after receipt of appeal)

Signature

Date

Step 3: Arbitration Level (within twenty [20] days of receipt of decision at Step 2)

Arbitration hearing scheduled for: _____

Date

Time

Location: _____

Arbitrator Selected: _____

Final Disposition of Grievance: (within thirty [30] days from close of hearing)

**WEST BLOOMFIELD SCHOOL DISTRICT
2023-2024 SCHOOL CALENDAR**

Monday, August 21 through Friday, August 25, 2023	New Teachers Report / Professional Development
Wednesday, August 23 through Thursday, August 24, 2023	Returning Teachers Report / Professional Development
Friday, August 25, 2023	Returning Teachers, Optional Attendance
Monday, August 28, 2023	Student Instruction – Full Day
Friday, September 1, 2023	No School, Non-Work Day for Teachers
Monday, September 4, 2023	Labor Day Observance No School, Non-Work Day for Teachers
Monday, September 25, 2023	No School, Non-Work Day for Teachers
Wednesday, October 11, 2023	Late Start / Teacher Professional Development
Wednesday, October 25, 2023	Late Start / Teacher Professional Development
Tuesday, November 7, 2023	No School for Students, Teacher Professional Development
Tuesday, November 14, 2023	Evening – Parent Teacher Conferences Elementary Schools Grades K-5
Wednesday, November 15, 2023	Evening – Parent Teacher Conferences Middle School
Thursday, November 16, 2023	Evening – Parent Teacher Conference High School
Friday, November 17, 2023	A.M. Student Instruction / P.M. Conferences at High School / Middle School / Elementary Schools
Wednesday, November 22 through Friday, November 24, 2023	Thanksgiving Break
Wednesday, November 29, 2023	Late Start / Teacher Professional Development
Wednesday, December 13, 2023	Late Start / Teacher Professional Development
Monday, December 25, 2023 through Friday, January 5, 2024	Winter Break
Wednesday, January 10, 2024	Late Start / Teacher Professional Development
Monday, January 15, 2024	Martin Luther King Jr. Day Observance No School, Non-Work Day for Teachers
Wednesday, January 17, 2024	A.M. Student Instruction/Finals / P.M. Records Time (High School Only)
Thursday, January 18, 2024	A.M. Student Instruction/Finals / P.M. Records Time (All Schools)
Friday, January 19, 2024	A.M. Student Instruction/Finals / P.M. Records Time (All Schools) – Optional Teacher Attendance in P.M.
Wednesday, January 24, 2024	Late Start / Teacher Professional Development
Wednesday, February 7, 2024	Late Start / Teacher Professional Development
Monday, February 19 through Tuesday, February 20, 2024	Mid-Winter Break
Wednesday, February 28, 2024	Late Start / Teacher Professional Development
Wednesday, March 13, 2024	Late Start / Teacher Professional Development
Monday, March 25 through Friday, March 29, 2024	Spring Break
Wednesday, April 3, 2024	Late Start / Teacher Professional Development

Wednesday, April 24, 2024	Late Start / Teacher Professional Development
Wednesday, May 8, 2024	Late Start / Teacher Professional Development
Wednesday, May 22, 2024	Late Start / Teacher Professional Development
Monday, May 27, 2024	Memorial Day Observance No School, Non-Work Day for Teachers
Wednesday, June 5, 2024	A.M. Student Instruction/Finals / P.M. Records Time (High School Only)
Thursday, June 6, 2024	A.M. Student Instruction/Finals / P.M. Records Time (All Schools)
Friday, June 7, 2024	Last Day for Students – A.M. Student Instruction/Finals (All Schools) / P.M. Records Time
Monday, June 10, 2024	Records Day, Last Day for Teachers, Optional Teacher Attendance

**Notwithstanding the above, the intent of the parties is to provide the total number of days as follows:
186 New Teacher Days 184 Returning Teacher Days 179 Student Days**

**WEST BLOOMFIELD SCHOOL DISTRICT
2024-2025 SCHOOL CALENDAR**

Monday, August 19 through Friday, August 23, 2025	New Teachers Report / Professional Development
Wednesday, August 21 through Thursday, August 22, 2024	Returning Teachers Report / Professional Development
Friday, August 23, 2024	Returning Teachers, Optional Attendance
Monday, August 26, 2024	Student Instruction – Full Day
Friday, August 30, 2024	No School, Non-Work Day for Teachers
Monday, September 2, 2024	Labor Day Observance No School, Non-Work Day for Teachers
Thursday, October 3, 2024	No School, Non-Work Day for Teachers
Wednesday, October 16, 2024	Late Start / Teacher Professional Development
Wednesday, October 30, 2024	Late Start / Teacher Professional Development
Tuesday, November 5, 2024	No School for Students, Teacher Professional Development
Wednesday, November 13, 2024	Late Start / Teacher Professional Development
Tuesday, November 19, 2024	Evening – Parent Teacher Conferences Elementary Schools Grades K-5
Wednesday, November 20, 2024	Evening – Parent Teacher Conferences Middle School
Thursday, November 21, 2024	Evening – Parent Teacher Conference High School
Friday, November 22, 2024	A.M. Student Instruction / P.M. Conferences at High School / Middle School / Elementary Schools
Wednesday, November 27, 2024	No School for Students, Teacher Professional Development
Thursday, November 28 through Friday, November 29, 2024	Thanksgiving Break
Wednesday, December 11, 2024	Late Start / Teacher Professional Development
Monday, December 23, 2024 through Friday, January 3, 2025	Winter Break
Wednesday, January 8, 2025	Late Start / Teacher Professional Development
Wednesday, January 15, 2025	A.M. Student Instruction/Finals / P.M. Records Time (High School Only)
Thursday, January 16, 2025	A.M. Student Instruction/Finals / P.M. Records Time (All Schools)
Friday, January 17, 2025	A.M. Student Instruction/Finals / P.M. Records Time (All Schools) – Optional Teacher Attendance in P.M.
Monday, January 20, 2025	Martin Luther King Jr. Day Observance No School, Non-Work Day for Teachers
Wednesday, January 22, 2025	Late Start / Teacher Professional Development
Wednesday, February 5, 2025	Late Start / Teacher Professional Development
Monday, February 17 through Tuesday, February 18, 2025	Mid-Winter Break
Wednesday, February 26, 2025	Late Start / Teacher Professional Development
Wednesday, March 12, 2025	Late Start / Teacher Professional Development
Monday, March 24 through Friday, March 28, 2025	Spring Break

Wednesday, April 2, 2025	Late Start / Teacher Professional Development
Friday, April 18, 2025	No School, Non-Work Day for Teachers
Wednesday, April 23, 2025	Late Start / Teacher Professional Development
Wednesday, May 7, 2025	Late Start / Teacher Professional Development
Wednesday, May 21, 2025	Late Start / Teacher Professional Development
Monday, May 26, 2025	Memorial Day Observance No School, Non-Work Day for Teachers
Wednesday, June 4, 2025	A.M. Student Instruction/Finals / P.M. Records Time (High School Only)
Thursday, June 5, 2025	A.M. Student Instruction/Finals / P.M. Records Time (All Schools)
Friday, June 6, 2025	Last Day for Students – A.M. Student Instruction/Finals (All Schools) / P.M. Records Time
Monday, June 9, 2025	Records Day, Last Day for Teachers, Optional Teacher Attendance

Notwithstanding the above, the intent of the parties is to provide the total number of days as follows:

186 New Teacher Days 184 Returning Teacher Days 178 Student Days

APPENDIX A
LANGUAGE LIMITED TO NON-TEACHING PROFESSIONAL STAFF (NTPS)

Based on the prohibited bargaining subjects listed in Section 15 of the Public Employment Relations Act, MCL 423.215, the following language has been moved from the body of the Master Agreement, revised as appropriate, and applies *only* to those bargaining unit members whose positions do not meet the definition of a teacher under the Michigan Teachers' Tenure Act, which Article I refers to as "Non-teaching Professional Staff" and referenced below as "staff" and "staff member".

ARTICLE II
TEACHERS RIGHTS AND DUTIES

- D. Any complaint lodged against a staff member, judged by a supervisor to have substance, shall be brought to the staff member's attention within ten (10) school days of receipt in a personal conference. Such complaints shall be put in writing along with name(s) of the complainant(s), and any administrative action taken. The supervisor may offer the staff member an opportunity to meet with the complainant. The staff member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. No complaints shall become a part of the evaluation or placed in any file unless it is serious in nature or regularly occurring.
- E. No staff member whose employment is not regulated by the teachers' tenure act shall be disciplined or reprimanded, reduced in compensation, suspended, demoted, or discharged without just cause. Any such discipline shall be subject to the grievance procedure.

The object of any discipline is to improve performance/behavior with the least disruption. Therefore, a system of progressive discipline shall be instituted. Such program will begin with an oral warning and proceed to written warning, a written reprimand, suspension, discharge. Any of the steps, prior to discharge, may be repeated and, in extremely serious instances, steps may be skipped. A staff member shall be entitled to have an Association representative present during any meeting which will or may lead to disciplinary action by the Employer. Any document not previously made known to a staff member must be made known to the staff member at least twenty-four (24) hours before any disciplinary action is taken.

- F. (2) In the event the staff member refuses to present a physician's report as required by the Board as provided above, such refusal shall be considered as just cause for discharge.

ARTICLE VI
ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

- A. Individual preference requests shall be given consideration as vacancies occur within the bargaining unit, in the building, or in the school system.

Notices regarding personnel vacancies, both administrative and non-teaching professional staff but excluding extra-duty assignments, extra-curricular assignments and summer curriculum development, will be mailed to the Association President or designee for distribution to all buildings within twelve (12) calendar days before the filling of such vacancies. Mail to the Association President at his/her last known address will be sufficient. The twelve (12) calendar day posting requirement before the filling of vacancies may be waived in emergency situations such as in the case of an increase in student population during Fall count when teachers are needed immediately. Contact with the Association will be made before an emergency situation is declared.

- B. In filling vacancies for non-teaching professional staff, the Board will give due weight to the professional background and attainments of all applicants and to other relevant factors. The Board declares its support for a policy of filling such vacancies with applicants, including applicants from

within the bargaining unit, who in the Board's judgment are best qualified to fill such vacancies. If two (2) applicants have equal qualifications, the Board's decision shall be final and not subject to the grievance procedure.

When vacancies for non-teaching professional staff arise (excluding those governed by the recall language in Article VII), the District will:

- (1) Develop an internal application form, which will include:
 - a. Space (or directions for attachments) for applicants to set forth their qualifications
 - b. Where to return form
 - c. Reasons for desiring position
 - (2) Interview each non-teaching professional staff member who applies and meets the qualifications for the position as determined by the administrator(s) who is interviewing.
 - (3) Notify each applicant of the decision concerning assignments to the position.
- C. In filling non-teaching professional staff vacancies in full-time positions, part-time staff having the posted qualifications for full-time positions, and satisfactory evaluations, shall be given preference in selection and part-time staff will be guaranteed an interview for positions for which they are qualified. For the purpose of this section, "posted qualifications" may include, but are not limited to, licensure and experience after licensure.

Part-time non-teaching professional staff, less than five (5) days per week, shall, upon request, be placed at the head of the available substitutes for those days not scheduled.

- D. The District will make every effort to notify non-teaching professional staff of their tentative schedules and building assignments for the coming year by the last day of school.
- H. The Board may make all transfers of non-teaching professional staff which it deems necessary, provided: (1) written notice of intent to transfer to be given to the affected staff; (2) reasons for transfer in writing be given if requested by the staff member(s) involved; (3) opportunity to meet with the Superintendent or designee be given to discuss the transfer. Steps one (1) through three (3) shall be provided for before final action is taken. Decisions of the Board on transfers and the necessity, therefore, are final and not subject to the grievance procedure if the above procedure is followed. The Board shall give all notices required by this paragraph as soon as possible.

ARTICLE VII **LAYOFF AND RECALL**

- A. In any contemplated layoff of staff within the bargaining unit, the Board agrees to notify the Association of the names of the affected staff members before official action is taken. If the reason for reduction is other than return from leaves or drop in pupil membership, the Board shall offer to meet with the Association to discuss the necessity and reasons for such layoff.
- B. If the Board acts to implement a lay off staff members to be laid off shall be notified of such action by May 15 preceding the next school year. Staff members to be laid off effective the start of second semester shall be notified of such action at least thirty (30) calendar days before the start of second semester.
- D. In the event of a layoff, staff members shall be laid off according to the following procedures:
- (1) Staff members may be laid off in the following order:

- a. Staff members with temporary licensure;
 - b. Probationary staff (unless no qualified person is available for the assignment);
 - c. Staff members who are not covered by the provisions of the Michigan Teachers' Tenure Act are required to serve a probationary period not longer than that which is required of certificated teachers under the Michigan Teachers' Tenure Act.
- (2) In reaching a decision within categories a, b, and c, in No. 1 above, the following criteria will be applied in the order listed:

Qualifications as determined by seniority as defined in C above.

Or, in the event of a tie:

- a. The number of hours beyond the B.A. as defined in Article IX.
- b. If all else is equal, the Board and Association will devise a lottery to determine the order of layoff.

The Board will attempt, by means of transfer, to lay off by seniority, as long as retained staff members are appropriately credentialed for their assignment.

- (1) Staff members shall be recalled in reverse order of the procedure specified above.
- (2) No new staff member will be employed in a position for which a laid off staff member is licensed and qualified and no probationary staff member will be retained in a position for which a laid off non-probationary staff member is licensed.

A staff member's eligibility for recall shall terminate if he/she:

- a. Resigns, or his/her employment by the Board otherwise terminates, or;
- b. Fails to respond to his/her recall notice within seven (7) calendar days of his/her receipt of such notice, which shall be sent by first class mail, or fails to report to the teaching assignment he/she is recalled to, or;
- c. Is not recalled within four (4) years.

ARTICLE VIII LEAVES OF ABSENCE

- B. (8) Child Care Leave -The staff member will be re-employed consistent with her/her licensure and evaluation or seniority based on position.
- C. Return From Leave - A staff member returning from leave at the beginning of the school year shall be placed in a vacancy for which he/she is licensed or he/she may be assigned a position consistent with his/her seniority and Article VIII. If a probationary staff member is returning and no vacancy exists, they will be considered on layoff.

ARTICLE XI
EVALUATION

- A. The parties agree that it is the right and duty of the administration to evaluate staff members. The parties also agree that the purposes of evaluation are to provide information which will determine the employment status of the individual staff member, to recognize levels of professional performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement. The primary goal of evaluation is the improvement of professional skills.
- B. Staff members shall only be evaluated by the evaluation tool/procedures as outlined by the district.
- C. If the staff member does not agree with the evaluation, he/she may submit a self-evaluation or letter of dissent. In this event, such evaluation or letter shall be placed in the staff member's personnel file in the Human Resources Office and will be attached to the evaluation.

ARTICLE XIV
JOB SHARING

- E. Staff members who were formerly full-time and participate in job sharing and request a return to a full-time position shall be returned to a full-time status for the subsequent school year, subject to the provisions of Article VII and Article VIII as it relates to seniority.

**LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

Benefits

The District and the Association agree should MESSA offer new healthcare riders/prescription coverage the Association may select from these options as they become available.

**LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

Safety Committee

The District and the Association agree to form a District Safety Team to review and/or address the issues below. The committee shall have at least two teachers selected by the WBEA and will meet quarterly starting at the beginning of the 2019-20 school year.

- Reentry plan for students, parents, and teachers
- Communication plan
 - Identify key personnel in each building
 - Resources and strategies to assist with behavioral reoccurrences
- Periodic review of District Code of Conduct and safety protocols and procedures
- Continue staff mental health well being
- Create/continue wellness activities across the district

**LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

IRIP/Instructional Resources

The District and the Association agree that the Learning Services Department will provide the following instructional resources to help children, parents and teachers. The Learning Services Department will also provide assistance in accessing and using the materials for teachers and parents.

Access to:

- A bank of instructional resources for each building
- Availability of Spring data to assign students equitably
- A common bank of options/goals for developing plans
- Common resources available for parent use

**LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

**Two Year Agreement
September 1, 2023 – August 31, 2025**

This is a two-year agreement with a wage and benefits reopener for the 2024-2025 school year.

**LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA**

High School Scheduling

A joint committee will be formed to discuss high school scheduling.

LETTER OF UNDERSTANDING
between
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA

BEHAVIOR TASK FORCE

The Behavior Task Force will provide teachers with direct input including, but not limited to, working with the District to analyze data from staff and help propose solutions for student behavioral needs to the committee who develops District PD.

The Behavior Task Force shall meet regularly throughout the school year. The Behavior Task Force shall consist of teachers, administrators, and a board member. Behavior Task Force representation will be as follows:

- All SEL Coordinators from each elementary building
- Every building will have at least one member
- The WBEA will appoint three (3) classroom teachers: one (1) at elementary, one (1) middle school, and one (1) high school
- One (1) board member

The Behavior Task Force will establish meeting dates and operating procedures.

The language in this LOU expires August 31, 2025.

LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA

West Bloomfield Middle School, Schedule and Teaching Hours

West Bloomfield Middle School will operate a 2023-2024 master schedule that provides teachers with a daily 52-minute planning period, which is a decrease of 1 minute per day of planning time. All other contractual obligations regarding daily planning time for middle school staff will be adhered to.

In an effort to create teacher collaboration time, the WBMS 2023-2024 master schedule will include a 50-minute lunch/recess time for students, which will include the contractual 30-minute duty free uninterrupted lunch period for teachers and an additional 20 minutes of flexible collaboration time for staff.

The success of this schedule will be reviewed in the spring of 2024.

LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD EDUCATION ASSOCIATION, MEA/NEA

WBEA PAY TO PLAY SPORTS ROSTER

The District and the Association agree that teacher's child(ren) will not be required to "pay-to-play" for sports in the district unless it is a self-funded sport.

WBEA staff will not be required to "pay-to-play" for the following sports:

Fall Sports:

Boys Cross Country
Boys Soccer
Boys Tennis
Football
Girls Cross Country
Girls Golf
Girls Swim & Dive
Pom Poms
Sideline Cheer
Volleyball

Winter Sports:

Boys Basketball
Boys Swim & Dive
Competitive Cheer
Girls Basketball
Skiing
Wrestling

Spring Sports:

Baseball
Boys Golf
Girls Soccer
Girls Tennis
Softball
Boys Track and Field
Girls Track and Field

WBEA staff will be required to "pay-to-play" for the following sports because they are self-funded:

Equestrian
Field Hockey
Figure Skating
Gymnastics
Ice Hockey
Boys Lacrosse
Girls Lacrosse
Sailing
Snowboarding