MASTER AGREEMENT
BETWEEN
WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION

AND

WEST IRON COUNTY
EDUCATION ASSOCIATION

2025-2028

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ARTICLE 1
RECOGNITION

The Board of Education ("Board") of the West Iron County School District ("District") has a statutory obligation, pursuant to the Michigan Public Employment Relations Act ("PERA"), to negotiate with the West Iron County Education Association ("WICEA" or Association**)** as the representative of its certified teaching personnel as to hours, wages, terms and conditions of employment**.**

1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all certified teaching personnel as well as any other individual serving in the capacity of a teacher hired under a permit for the school year, full or part-time, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. All certificated teachers are personnel who are qualified and certificated through the State of Michigan for specific assignments. All permitted teachers covered under this agreement are personnel who are hired to fill a teaching position that does not already have a certified teacher to it. Such representation shall exclude the superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, daily substitutes serving less than 60 consecutive days in the same assignment and who are filling a temporary vacancy for an absent certified or permitted teacher, and all other supervisory positions as defined in the Public Employment Relations Act.

1.2 The Board will not negotiate with any other teachers' organization other than the Association for the duration of this Agreement.

1.3 All students are to be assigned to certificated or permitted teaching personnel who are in the WICEA bargaining unit, except by mutual agreement.

1.4 Virtual High School (VHS) Mentor Teacher(s) and Dual Enrollment Teachers

A. The mentor will be assigned to VHS students by administration from a voluntary list of currently employed WICEA teachers based first by teacher's area of certification & each student's course selection, and second by teacher seniority each semester, on a rotating basis. Should a certified teacher not volunteer, a permitted teacher may be considered. Training and support will be provided by the District. No teacher will be required to accept such an assignment. If more than one certified teacher signs up to be a mentor, the teachers will split the students in the most equitable manner, with the most senior teacher receiving the lowest majority should the split not be equal. Ex: 13 students in Biology, and two certified science teachers sign up to be mentors, they each will mentor 6 students, and the most senior teacher shall receive the one (1) remaining student.

B. Mentors are required to complete weekly grade checks, follow District & VHS policies, communicate with parents, assist with any technology needs, complete all related paperwork (i.e. enter grades, including documenting at least 2 weekly communications with each assigned student per week.) Communication could include: face to face before/after school/CES, email, google classroom, etc. Documentation will be put on a form (Appendix E) approved by the superintendent or designee.

C. VHS certified or permitted Teacher Mentors shall be paid $100/student at the completion of his/her duties at the end of each semester. Payment will be prorated for mentors if a student disenrolled from a class during the semester.

D. All Dual Enrollment students, along with any Virtual High School students taking a course in an area that any WICEA teacher is not certified in will be exempt from being assigned to a WICEA teacher and be "mutually agreed to" as stated in Article 1.3 of the current Agreement. At no time shall a person outside of the WICEA master agreement be compensated the same or more than a WICEA for mentoring these students.

E. At no time shall a WICEA teacher employment status be reduced due to Virtual High School enrollments. At no time shall a position be eliminated due to Virtual High School enrollments without the written agreement of both parties.

F. Article 20.11 shall not apply to virtual high school mentor teachers for each individual student, except in situations where the class is run as a separate class on the district approved master schedule. If taught as a separate class on the master schedule the class will count as a prep.

G. The most senior certified teacher shall have first selection of which course they wish to teach. The rotation will move to the next most senior certified teacher, and so on, until all classes that have students enrolled are assigned.

ARTICLE 2
DEFINITIONS

Unless the Agreement clearly states a different usage, the following words or phrases shall have the following interpretations:

2.1 The word "Board" shall mean the duly elected, qualified and acting members of the Board of Education of the West Iron County School District.

2.2 The word "teacher" shall mean any or all certificated personnel hired and personnel hired under a special permit by the Board pursuant to this Agreement and the subordinate statutory contract required by Section 1231 of the Michigan Revised School Code. MCL 380.1231. Additionally, the word "teacher" shall include certified Guidance Counselor(s) and Speech Language Pathologist(s).

2.3 The word "superintendent" shall mean the duly qualified or acting superintendent of the District as appointed by the Board.

2.4 "Principal" shall mean the person designated as the principal of any school building or buildings.

2.5 "Supervisor" shall mean any person who observes and evaluates the work performance of teachers, and shall include principals, superintendent, and any other staff member whose reports become a part of each teacher's individual record or are used for tenure purposes.

2.6 The "Association" shall be the West Iron County Education Association.

2.7 The term “certificated” shall be as defined by the State Board of Education.

2.8 Number of days mentioned without adjectives are calendar days except leave days which are school days.

2.9 The term “qualified” shall mean and refer to a teacher who holds the endorsement for the grade-level and content area in which they are assigned to teach.

ARTICLE 3
BOARD RIGHTS AND RESPONSIBILITIES

3.1 The employer, on its behalf, and on behalf of the electors of the District, hereby retains and reserves unto staff, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States unless otherwise limited by the specific terms of this Agreement the right to:

A. The executive management and administrative control of the District and its properties and the school activities of its employees.
B. Manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, subcontract for non-bargaining unit work; determine the size of the work force and to lay off employees in conformance with this Agreement.
C. Determine the services, supplies and equipment necessary to continue its operations.
D. Adopt reasonable rules, regulations and educational policies in conformance with the terms and provisions of this Agreement.
E. Determine the qualifications of employees and conditions of employment within the limitations of State and Federal law.
F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
G. Determine all financial policies of the District not contrary to this Agreement and,
H. Determine the size of the management and administrative organization, its functions and authority.

ARTICLE 4
TEACHER RIGHTS AND RESPONSIBILITIES

Teacher Rights

4.1 Unless specifically provided for herein or limited by the terms of this contract, the Association and each individual teacher employed as aforesaid, reserves unto itself or himself/herself all of the rights, privileges and immunities granted to it or him/her under the laws of the State of Michigan.

4.2 Each teacher has a right to conduct his/her personal and family life within the rights guaranteed to him or her by constitution and law.

4.3 The Board, its officers, representatives and agents will not interfere with the rights of its teachers to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents against any teacher because of membership in the Association.

4.4 The Board and the administration will give reasonable support and assistance to teachers in the maintenance of discipline as outlined in Board policy in the classroom, elsewhere in the school buildings, on the school grounds, on school sponsored trips, and otherwise as the teacher is performing his/her assigned and related or unrelated duties. The Board further recognizes that the teacher may not fairly be expected to assume the responsibilities of duties outside the expectations of a teacher, such as that of a mental health professional or law enforcement officer, nor be required to provide mental health services for which they are not appropriately trained, qualified, and certified. It shall be the duty of the teacher(s) concerned to advise the building principal and the superintendent or designee about a student who may be having difficulty making educational, social or psychological adjustment(s) to the individual learning situation.

4.5 Any case of assault upon a teacher on school property, or by a student anywhere, or by a parent anywhere when related to a school situation, shall be reported promptly by the teacher to the building principal and superintendent. Provided the assault was related to their employment with the district or in violation of Board policies, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to the assault. A teacher may use reasonable physical force consistent with Board Policy as necessary to protect himself/herself or a student from injury for such assault. The Board shall also render reasonable assistance to the teacher in connection with the handling of the assault incident by law enforcement and judicial authorities.

4.6 If loss, damage or destruction of clothing or personal property of a teacher shall result from any of the incidents or conditions described in this article, the Board will assist the teacher in obtaining financial compensation from the parents of the pupils or pupils involved. If this should prove impossible, the Board will reimburse teachers a fair amount for any loss suffered while the teacher was involved in any of the incidents described in 4.5 above. In case of dispute regarding the value of the property involved, the matter will be referred to the negotiators for settlement. If a teacher is injured while in the line of duty, free

medical, surgical or hospital care will be furnished by the Board within the extent of liability imposed by the Michigan Workers' Compensation Act, and income will be maintained as detailed in Article 15 (Leaves of Absence).

4.7 All meetings regarding an employee shall be conducted in private unless requested otherwise by the employee or their Association Representative in writing.

4.8 The use of closed circuit television, public address or audio systems and similar surveillance devices, without the teacher's knowledge, shall be strictly prohibited.

Teacher Responsibilities

4.9 It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every student in the District. This includes:

A. Careful preparation for each day's class work.

B. The administration may schedule up to four staff meetings per year, no more than one hour in length, during the normal work hours. Administration may call emergency staff meetings an hour before or immediately following the end of the workday to deal with emergency situations such as a death of a student or staff member, community crisis requiring immediate notification, or other similarly significant events.

C. Participation in or supervision of activities of the school such as:

1. Meetings with parents or other persons responsible for the activities of the student.
2. Open houses and similar functions.
3. Community activities such as concerts, plays, performances, or other extracurricular activities designed to demonstrate to the public the scope of school activities and what participation parents or guardians may make as assisting in the education, welfare, health and safety of the students in the District.
4. Any teacher of the District may obtain a Teacher Pass for all home school activities (except MHSAA tournament events) from the Athletic Director's office.

4.10 Teachers will follow prescribed courses of study for specific subject areas that have been developed by principals and teachers. However, the teaching of good citizenship and good health habits will be expected from all teachers at all times. Both parties agree that there are times when it is effective to plan and teach some units correlating two or more curricular subjects in a meaningful manner.

4.11 Teachers are expected to participate in those activities which are customary to the teacher's specific teaching assignment. Dances and other activities are to be chaperoned by those who volunteered to be in charge or are sponsors of said activities. Teachers who sign up for or are scheduled for recess may leave school immediately following student dismissal on the day of such duty assignment.

4.12 The Association recognizes the objective of obtaining the highest level of teacher performance consistent with the standards established by the Board. The Association agrees that its agents and members will not take, authorize or condone any action which interferes with the attainment of this objective.

4.13 Teachers are expected to exercise reasonable care as to the safety of students and property. Reasonable care includes, but is not limited to, the degree of caution and concern for the safety of himself/herself and others an ordinarily prudent and rational person would use in the circumstances. Reasonable care does not include gross negligence as defined by Michigan laws. The District shall reimburse employees for loss of personal property in the course of carrying out one's duties as an employee of the District.

4.14 The District will continue to carry a public liability policy in the minimum amount of one million dollars ($1,000,000) to protect it and its teaching personnel and employees from liability for any school or school activity connected occurrence.

4.15 The Board recognizes its responsibility to continue to support its teachers with classroom control and discipline. The primary responsibility for such control and discipline however remains with the teachers whose actions and methods shall be reasonable and just and in accordance with established Board policy and applicable law. The teacher is expected to maintain reasonable control and discipline, but if an incident of a nature serious enough, in the teacher's opinion, to require further study or decision, the teacher shall immediately report the same to his/her principal. The principal shall advise the teacher of his/her disposition of such incident and the discipline imposed, if any.

ARTICLE 5
ASSOCIATION RIGHTS

Association Rights

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

5.2 The Board agrees to furnish to the Association, upon reasonable written request, information concerning financial resources of the district, including annual financial reports, audits, employee directory, tentative budget requirements, minutes of Board meetings, Board agendas, salaries paid to Association members and other information that will assist the Association in developing accurate and informed plans for teachers, together with information that may be necessary for the Association to process any grievance which may arise. The Association will abide by time allotments stipulated by the Board for furnishing such information.

5.3 The Association shall be given opportunity to consult with and advise the Board concerning matters of:

- Revision of education policy
- Curriculum
- Construction of educational facilities
- Student regulations
- Educational equipment
- Textbooks, etc.

5.4 The Board shall, whenever possible, inform the Association's Executive Board of proposals relating to the above matters prior to adoption and/or general publication.

5.5 Proposed changes in the curriculum shall be discussed with all appropriate teachers before being proposed to the curriculum committee.

5.6 A teacher engaged during the school day with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

5.7 On a monthly basis, at a mutually agreed upon date/time/location, the negotiator for the Board and the Association will meet to maintain continuity of discussion and to interpret contract provisions. Meetings may be dispensed with by mutual agreement. These meetings may also be used to discuss pending rules, orders or regulations of the Board, unless they are of an emergency nature.

5.8 The Association's Executive Board shall have the right to have matters of concern placed on the Board agenda by submitting them to the superintendent ten (10) days prior to the Board meeting.

5.9 Beginning within thirty (30) calendar days after ratification, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:

1. First, middle and last name.
2. Start date of employment in the current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Building(s) and room number(s) assigned.
5. Employee identification number (if applicable).
6. State Personal Identification Code (PIC) if applicable.
7. Name of position.
8. Work email address and personal email address.
9. Home mailing address.
10. Home and cell phone number.

The above-listed information shall be provided electronically through a shared document. Failure of the district to provide items 1-10 above to the Association on the 90-day schedule shall not be subject to the grievance procedure including arbitration unless the Association has first notified the Superintendent of the District's failure to meet the obligation specified above, and provides ten (10) business days from the date of notice for the District to comply.

Designated Association representatives shall be given the information detailed in Section A above within ten (10) business days of any new hires of bargaining unit members that occur throughout the year.

ARTICLE 6
SENIORITY

6.1 No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

6.2 The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed with the Superintendent and Association President by October 15 of that same year; Otherwise, the seniority list will be considered final for that school year. The Association, affected members, and administration shall meet between October 15th and November 15th to attempt to resolve any issues. Should the issue not be resolved by November 15th of the school year, the Board and Association shall submit the issue to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

6.3 Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

6.4 All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

6.5 Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

6.6 The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in the Reduction in Personnel and Recall provisions above.

ARTICLE 7
PERSONNEL FILES

Personnel Files

7.1 A bargaining unit employee will have the right to review the contents of his/her . personnel records originating after initial employment and have a representative of the Association accompany them in such review. Association designated representative(s) may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. This section shall not limit any other lawful examination.-Starting with the ratification of this 2025-26 agreement, each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

7.2 When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

7.3 All recommendations (i.e. future employers, transfers, placement, etc.), written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

7.4 An employee who sincerely believes material placed in his/her file is not correct or in error, may seek adjustment through the superintendent. If the employee is not satisfied with the disposition of the superintendent, the employee may have the material corrected or removed from the file through the grievance process or other legal procedures.

7.5 Letters of discipline shall not be removed from the employee’s file, but discipline over 4 years may not be considered when taking disciplinary action unless the discipline is evidence of a (1) pattern of misconduct or (2) unprofessional conduct pursuant to MCL 380.1230b.

ARTICLE 8
EMPLOYEE DISCIPLINE

Discipline: Complaint

8.1 If any teacher is criminally or civilly complained against or sued by reason of proper disciplinary action taken by the teacher against a student while acting in the scope of his/her employment with the District and in accordance with Board policies in effect at that time, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, within reasonable insurance limitations, when requested in writing by the teacher. If a final decision issued by a court indicates the teacher engaged in gross negligence for the complained-of action, all costs of assistance rendered by the District to the teacher pursuant to this paragraph and not covered by the District's insurance carrier shall be reimbursed by the teacher.

8.2 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's accumulated leave time.

8.3 No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the procedures herein have been followed, and the bargaining unit employee has had an opportunity to review the material:

A. The complaint shall be submitted in writing, within twenty (20) days of the alleged incident leading to the complaint and signed by the complainant, to the administration and a copy shall be submitted to the involved employee along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon. If the complaint may be criminal in nature, the twenty day time limit shall be null and void.

In addition to the above provisions, complaints shall include the name(s) of the complainants, statement of allegations with enough information to provide a reasonable person knowledge of the event, including but not limited to, date, time, location, copies of the evidence, and listing of witnesses (if known by the district or its agents). This information shall be provided to the employee prior to any investigatory interviews.

If a complaint against a teacher is submitted through the anonymous tip line (ex: OK2SAY), the district will promptly provide the teacher and their representative with a copy of the complaint and relevant information regarding the complaint prior to any investigatory meeting. At no time, shall the district withhold known information longer than two (2) business days.

B. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved employee at which the parties (i.e. employee and complainant) may be brought together.

C. The employee shall have the right to issue a written response to the Administration regarding any complaint(s) or allegation(s).

D. If the administration determines that the complaint is not valid, it shall not be placed in the employee's personnel file, unless the complaint is subsequently found to be valid by the Board pursuant to appeal of the administration's determination.

E. If the administration determines that the complaint is valid and is to be included in the employee's personnel file, a meeting involving the superintendent, involved employee association representative, and the employee's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.

8.4 Substantiated complaints against the bargaining unit employee, and which are intended by administration to be placed in an employee's personnel file, shall be put in writing with names of the complainant(s) general statement of complaint, administrative action taken, and remedy clearly stated. A copy of the reprimand to be filed and the correction plan, if any, will be provided to the teacher. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints and findings, and the same shall be attached to the file copy of the material in question.

8.5 Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is investigated as per the parameters of this agreement and substantiated.

Discipline: Investigatory Interview

8.6 During a meeting that could result in disciplinary action, or at the request of the employee, a union representative of their choosing shall be allowed to be present at any meeting involving the employee. All meetings shall occur at a mutually agreeable time to the parties. The association representative shall be informed of the subject matter of any disciplinary meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

Discipline: Decision Process

8.7 No bargaining unit employee shall be disciplined for reasons that are arbitrary and capricious. Should the standard in the Teacher Tenure Act change, then that standard shall prevail. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; or discharges.–The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

8.8 For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. However, an arbitrator shall not have the power to rule on the non-renewal of a probationary teacher.

8.9 Progressive Discipline: A program of progressive discipline shall be followed.

The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

Levels:

1. Oral (“Verbal”) warning memorialized in writing, then
2. Written reprimand, then
3. One-day suspension without pay, then
4. Three days suspension without pay, then
5. Further suspensions without pay, then
6. Discharge.

“Coaching Memos” shall not be disciplinary, nor shall they reference any violations of board policies, administrative guidelines, or other rules, regulations. Coaching memos should be based on providing information to staff to develop consistent expectations, growth, and accountability. Coaching memos shall not be placed in a personnel file.

Discipline: Outcomes

8.10 No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity, proximity, and frequency of an offense may provide justification for the acceleration of the above progression of discipline.

8.11 Discipline may be considered as part of a performance evaluation if the disciplinary record is completed, memorialized in writing, was investigated and placed in the employee’s personnel file during the school year in which the evaluation takes place, and is germane to the areas being evaluated in the Danielson Frameworks evaluation tool.

ARTICLE 9
TEACHING CONDITIONS

9.1. The parties recognize that the employees covered by this Agreement are professionals, educated and dedicated to the purpose of supplying supervision and possessing mental qualifications necessary for the education of the students attending the school and that such employment cannot be encompassed within any regimented schedule of hours or work day. The Board will schedule the professional activities for its teachers and the work which they are expected to do, within the normal school day. An exception shall be participation in parent-teacher conferences.

9.2 Without the same constituting a limitation on the Board's sole right to schedule, the Board will, for the duration of this Agreement, attempt to establish working hours within this format:

A. All teachers will report to work at least 10 minutes before the first bell in their assigned building and will remain on duty at least 10 minutes past the dismissal of the students.

B. Elementary teachers shall be guaranteed a minimum of 190 minutes per week of planning time, exclusive of minimum 35 minute duty-free lunch.

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

Should the number of instructional hours be increased to allow the District to qualify for full state aid, every reasonable effort will be made to proportionally increase elementary preparation time. In addition to the time specified above, elementary teachers may use for preparation all the time during which their classes are receiving instruction from various teaching specialists, including art, music, physical education, library, foreign language, etc.

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

C. Teachers employed and engaged in instruction on the secondary and middle school levels will have a normal daily teaching load not to exceed six (6) class periods in a seven (7) class period day. The remaining hours of established school work will be used by such teachers, principally for preparation of coming work and assignments or such other normal functions in their particular subject or school activities as may be assigned to them by supervisors.

D. At the beginning of the year, the principal shall provide a plan for equitable recess coverage for student supervision during recess (1 recess duty per week). If the Board does not have sufficient number of teachers to cover additional recess duties, then it reserves the right to assign additional coverage, on a rotating basis, and compensate teachers at a rate of $20 per recess.

Daily Recesses: Kindergarten through third grade will have at least two fifteen (15) minute recesses, and fourth and fifth grade will have at least one twenty (20) minute recess.

9.3 All teachers shall be provided a duty-free lunch period equal in length to the students' lunch period, but in no event less than thirty-five (35) minutes.

9.4 The school year calendar shall be negotiated annually per law (2026-27 & 2027-28 are attached in Appendix J). The counting and make-up of snow days shall be governed in accordance with State laws and State Board of Education requirements.

9.5. The Parties agree to meet no later than sixty (60) days before the end of the school year to meet or confer the calendar for the next school year. In addition to permissive and mandatory topics of bargaining relative to the calendar, discussions regarding calendar shall include:

- Back-to-school Open House(s) dates/times.
- Professional development dates as per state requirements.
- Middle/High School Orientation dates/times.
- Parent-Teacher Conferences.

9.6 It is further understood by both parties that the number of days of teacher responsibility shall not increase except by mutual consent.

9.7 The parties recognize that conditions may necessitate that the Board of Education request that a teacher teach a class at a time designated as planning time. Employment of staff will only occur under the following conditions:

A. The affected teachers volunteer to do so, without duress. Offerings shall be made on an annual seniority-based rotation;
B. Teachers will receive their regular salary plus 21%;
C. Any staff asked to teach during their planning period must be asked during the spring of the preceding year, except for an emergency;
D. The request is to be made in writing to the teacher and the Association. Upon acceptance by both parties, the teacher, the Association President or designee, and the Board designee shall sign off on the request prior to implementation.

9.8 Teachers shall not be expected or required to perform sanitation or mechanical services, but shall report needs to building principals, who will arrange for necessary services to be performed as soon as possible.

9.9 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the major responsibility of the teacher is to teach the child and that the organization of the school and the school day should be so directed as to promote maximum achievement of this goal within the realities of practicality.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. Elementary class size shall tend toward an optimum eighteen (18) with twenty-two (22) maximum in Kindergarten, optimum

twenty-two (22) with twenty-six (26) maximum in grades 1 through 3, and optimum twenty-four (24) with twenty-eight (28) maximum in grades 4 and 5. Whenever it appears that the maximum will be exceeded, the administration will consult with the teacher involved and Association.

B. The parties recognize that appropriate equipment and materials are essential tools of the teaching profession. Any teacher or group of teachers having similar assignments, interests or needs (such as a group of teachers who are teaching the same grade or who are members of the same department) will confer with each other and with the appropriate administrative personnel for the purpose of selection and effective use of educational equipment and methods. Such joint decisions made by the teaching and administrative personnel, upon the recommendation of the superintendent, will be implemented by the Board within the limitations imposed by the budget.

C. The Board agrees in principle that the employment of aides for non-professional duties is desirable and will strive to relieve teachers of cafeteria, patrol, bus, noon hour, and other non-teaching duties when finances and practicality permit. The duty assignment of aides, when available, shall come under the immediate control of building principals.

9.10 When a teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's condition. No teacher shall be required to administer medication to a student except in an emergency which affects the safety or health of the student. Training on proper administration will be provided by the District. The Revised School Code, Governmental Immunity, and decisions made under the District's insurance policy, carrier, limitations, and approval of coverage, will apply under this section.

9.11 Out-of-school inservice programs, summer meetings or meetings scheduled beyond the normal work day or on non-school days shall be voluntary. IEP and 504 meetings outside of the contracted school day or on non-school days or any mandated inservice programs or meetings conducted outside the contracted school day or on non-school days shall be voluntary. The first four (4) IEPC, 504, or other Special Education related meetings in each building will be paid at the same compensation as per Article 20.10. The fifth and succeeding meetings shall be paid at the full established rate for substitute teachers. For the purpose of this article, Bates and Stambaugh Elementary shall be considered as one building. The administration must be notified in advance of any meeting that would result in extra pay in accordance with this provision. However, in a bona fide emergency, a meeting may be scheduled outside the normal school day without additional compensation in accordance with the terms and conditions found in this Master Agreement.

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

9.12 The length of each school day and the length of the school year shall be increased to allow the District to remain in compliance with state mandated requirements when necessary (only the minimum amount of time shall be added when necessary). The Board may modify or extend the school day and/or the school year as needed to comply with State mandates and/or to maximize its receipt of State aid after consultation with the Association, subject to this Master Agreement.

9.13 If the District enters into shared programming with another district, the following agreement shall be adopted:

A. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.

B. "Host District" is the school district in which a specific shared program class is being offered.

C. "Itinerant District" is the school district whose students are being transported to enable them to participate in a shared program class.

D. The purpose of the shared program is to provide quality cooperative academic programming to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.

E. Class sizes shall be based on the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed on before students enroll in the classes.

F. Shared programs shall not directly or indirectly cause the layoff, reduction in hours, salary or benefits of any bargaining unit employee. Both parties understand, however, that insufficient numbers may result in a class or classes being withdrawn from the schedule in one district and being offered in the other.

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

ARTICLE 10
STUDENT TEACHERS/MENTOR TEACHERS

10.1 When a student teacher or intern is accepted in this system, conditions and terms under which supervisors will work are as follows:

A. No teacher will be summarily assigned a student teacher or intern.

B. No teacher shall be pressured into accepting a student teacher or intern.

C. No teacher shall have a student teacher or intern twice in one school year.

D. Supervisory teachers shall receive the designated stipend from the placing university.

E. The Association will accept student teachers and interns as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.

F. Teachers who have been assigned a student teacher and/or intern as per Article 10 paragraph 10.1, will not be expected to serve as a substitute teacher. In the event that a teacher who is assigned a student teacher

and/or intern voluntarily agrees to substitute for another teacher, that teacher will be compensated as per Article 20.10 of the Master Agreement.

G. Mentor Teacher

1. The District has the right to select, from a voluntary list, currently employed tenured teachers to be mentor teachers. It is voluntary and will be offered on a rotating seniority basis with no teacher mentoring more than two teachers at a time.
2. Acceptance of an assignment as a mentor teacher will entail a one-year commitment on the part of the mentor teacher, but no teacher will be required to accept such assignment.
3. The mentor or probationary teacher may request a change of mentor assignment.
4. When possible the mentor teacher and the probationary teacher should have a common prep and teach in the same field.
5. Neither the mentor teacher nor the probationary teacher shall be able to participate in any matter in the evaluation of the other.
6. The mentor teacher shall be paid a stipend at the completion of each year of the mentoring relationship. The stipend shall be $500.00 for each assigned mentee.

ARTICLE 11
TEACHER AND COACH EVALUATIONS

Teacher Evaluations

11.1 Teachers will be evaluated pursuant to a performance evaluation system consistent with all state and federal laws. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include the following:

A. To continue to use (1) the Danielson Frameworks evaluation tool which amounts to 80% of the evaluation, and (2) use NWEA assessment growth data or student learning objective metrics (or both) identified by the teacher and approved by the administration to measure student growth to be considered for 20% of the evaluation.

B. The student growth and assessment data shall consist of measurable, long-term student learning objectives (SLOs) identified by the teacher and approved by the administrator. The data used in the evaluation must be attributable to the actual teaching responsibilities of the individual teacher.

C. Upon mutual agreement between teacher and evaluator, and after considering MDE guidelines (student attendance rates, student mobility, teacher mobility, exceptional student-related circumstances, invalid test result), student data may be eliminated in these rare circumstances.

11.2 Process: The Danielson Performance Evaluation system forms, (ex: "Pre-observation form", "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix G.

A. All probationary teachers, any teacher rated minimally effective/developing or ineffective/needing support, and any teacher who the evaluator has noted a deficiency in a domain of the evaluation resulting in a rating of

minimally effective/developing or ineffective/needing support shall have an individualized development plan (IDP) pursuant to subsection 6 below.

B. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
   1. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided to a tenured teacher by September 30 of each year, that teacher shall be rated as “Effective” provided the teacher has not received an evaluation within the past two years. In the case of an emergency situation, where an administrator is unable to complete a teacher's evaluation, who is in their 3rd year of the evaluation process and their two previous consecutive evaluations were "Needing Support", they shall be evaluated by another trained District administrator.
   2. Classroom observations of at least 30 minutes each and will include, a review of the Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with relevant and objective written feedback and a post-observation meeting between the Teacher and the school administrator conducting the observation to discuss those items;
   3. There shall be notice of each planned observation date given to the teacher at least five (5) school days prior to the observation. Upon such notice, the teacher will provide their lesson plan and state curriculum standard before the classroom observation occurs. (See Appendix G for Pre-Observation form)
   4. There shall be at least two (2) classroom observations of a teacher in each school year. The teacher will be observed at least once in the first semester, and at least once in the second semester, with at least 30 school days between the 1st post-observation meeting and the 2nd observation. The first observation shall occur no later than December 15 of each school year.
   5. Feedback on 11.2.B.2 will be discussed during the post-observation meeting between the administrator conducting the evaluation and the teacher. The post-observation meeting shall be held no later than fifteen (15) school days after the observation occurred. The teacher will be provided written constructive feedback on that observation on the "Danielson Rubric Observation" form as designated by the Danielson Framework. Any modification to the rubric shall be negotiated.
   6. One observation may be unscheduled.

C. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
   1. The year-end evaluation determination and form shall be provided to the teacher no later than the last teacher report day of the school year.

D. Teachers may be designated as "unevaluated" as provided by law based on one of the following: 1) work less than 60 days in any school year; 2) Not evaluated due to extenuating circumstances; or 3) Evaluation results were vacated through the grievance procedure. If the "unevaluated" designation is amended, the parties will negotiate over the amendment.

E. If a tenured teacher has been rated "highly effective" or "effective" for

three (3) consecutive year-end evaluations, they shall be evaluated biennially thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the second year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. If a Teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Teacher to annual evaluations. Teachers in the biennial gap shall not be required to complete evaluation forms and processes.

F. Teachers who are evaluated with an IDP shall be provided the following:
   1. Specific performance goals that will be used to assist in improving effectiveness developed by the administrator in consultation with the teacher.
   2. Recommended training, including coaching, professional development, or other resources, to be provided by the district to assist the teacher in meeting the goals of the IDP.
   3. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section 11.2.2 above and completed no later than February 15, that is a supplemental tool to gauge a teacher's improvement and to assist in any needed additional improvement that is aligned with the existing IDP.
   4. A Mentor teacher shall be assigned as required by law.

G. Teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

11.3 Training on evaluation system, tools, and reporting forms;

A. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

B. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the District which shall include a "rater-reliability" training as required by law.

Coaches Evaluation

11.4 Evaluation Procedures: The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.

A. The evaluator(s) will evaluate coaches annually within four (4) weeks of the last event of a specific athletic program. Evaluations should be followed by a personal conference between the coach and his/her evaluator(s) to clarify specifics of the written evaluation. Should the evaluation not be completed within the four (4) weeks of the last event of a specific athletic program, then the coach shall be considered to have been "Effective."

ARTICLE 12
TEACHER PLACEMENT

Teacher Placement

12.1 Consistent with Revised School Code Section 1248, and other applicable laws, teacher placement decisions will be made by the Superintendent or designee based on the following clear and transparent factors:

A. Staffing the curriculum with the effective and qualified Teacher to instruct the applicable courses, grades, and school schedule. Effective and qualified shall be as defined in this agreement.

B. Appropriate certification, approval, or authorization for all aspects of the Assignment.

C. Teacher placement decisions must be made based on classroom effectiveness criteria established in Revised School Code Section 1249, and applied as described below in 12.2.

12.2 Teacher must be fully qualified for all aspects of their assignments, as determined by the State's requirements, based on the documentation on file with the Superintendent's office, including:

A. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

B. Credentials needed for District, school, or program accreditation;

C. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

D. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

E. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.

Grade level credit for teaching in grades EK through 5 shall count towards any "elementary vacancy."

Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.). This shall count toward any grade 6-12 vacancy.

Special Education/Title I/Other Special Teacher credit shall count toward the elementary or grade 6-12 vacancy depending on where the education service was previously provided.

A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

F. Recency of relevant and comparable teaching assignments;
G. Previous effectiveness ratings based on the average rating of total evaluation scores for the most recent five (5) school years (not including the evaluation in the current school year) on the current evaluation tool (i.e. Danielson Model). Should a teacher have worked less than five (5) years in the district, the average shall be computed based on all of the evaluation ratings on file. Should an individual have not been evaluated for one of the most recent five (5) years, then that score shall be entered into the average computation as the highest possible score.

12.3. Seniority shall be considered as the tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

12.4 If a teacher petitions for nullification of their teaching certificate or any endorsement while employed with the District, the teacher must provide written notice of that petition to the Superintendent's office within five (5) business days.

12.5 Administrators will not possess retreat rights into the teaching ranks, except as required by law.

ARTICLE 13
VACANCIES & TRANSFERS

Vacancies and Transfers

13.1 A vacancy is an unassigned, open position or newly created position which the District intends to permanently fill its academic needs with incumbent employees who are certified/qualified for their assignment. The posting shall include a description of the qualifications/ certifications and all other established standards.

13.2 Any vacancy, as defined above, shall be posted internally for a period of five (5) working days (unless a shorter period of time is necessary and agreed upon by the Superintendent [or their designee] and an authorized member of the WICEA). Following this period, the vacancy may be posted externally until it is filled.

13.3 The district shall notify, in writing; the President of the WICEA of all vacancies as part of the posting process. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association President. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Superintendent, or their designee.

13.4 The district agrees to not conduct interviews of Schedule B, C, or D candidates outside the bargaining unit until the posting period expires.

13.5 The selection of the candidate for a vacant position is not subject to the grievance process.

13.6 Voluntary Transfers. Bargaining unit employees who wish to be considered for a teaching position different from the one they currently hold shall submit, in writing to the Superintendent, such a request. The request shall specify the school, grade, and subject/position sought. The administration will review the teacher request and determine whether to grant or deny the request. The written request for consideration shall be sent to the Superintendent by May 1st. The Superintendent will consider all such requests and notify all applicants of the status of their request by the end of the school year.

13.7 A teacher may submit a request for a voluntary transfer. The following shall result in an automatic denial of voluntary transfer:

A. Employee is not properly certified, approved or licensed to hold the Position.
B. Employee does not meet the minimum qualifications for the position.
C. The change would result in violation of state or federal law, a financial penalty to the district, or reduction in funding.

The following may be additional reasons for denial of voluntary transfer:

A. Employee is on an IDP.
B. Employee has received a developing/minimally effective or needing support/ineffective evaluation rating in the previous 4 years.

C. Employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill.

Decisions regarding voluntary transfers shall be applied in a consistent manner.

13.8 Involuntary Transfers. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified and qualified for a reason that is not arbitrary and capricious. Involuntary transfers may be affected only in cases of emergency, disciplinary reasons, or for the continuation of operations of the district. Involuntary transfers should not exceed the school year. When an involuntary transfer occurs due to an emergency and the emergency has been resolved, the teacher and Association may request to meet with the administration regarding the teacher's placement and what would be in the best interest of the students impacted.

Coaching/Extra Curricular

13.9 Positions for extracurricular activities (Schedules B, C, and D), shall be offered to the most qualified candidate and will take into consideration the candidate's previous coaching and player experience. The hiring committee will include at least one current bargaining employee with coaching experience, if available. If the candidates are equally qualified, the most senior bargaining unit employee will receive the position.

ARTICLE 14
REDUCTION IN PERSONNEL – LAYOFF AND RECALL

14.1 It is understood by the parties that a reduction in staff may be required in the event of: (1) a financial emergency or insufficient funds to maintain existing staffing levels; or (2) a change in program, curriculum, or other operational needs that necessitates a staffing adjustment. The Superintendent will provide the rationale for the reduction in staff to the Association in writing. Official decisions to reduce and recall staffing levels shall be made by formal board action. Prior to layoff notices, the Association will be given the opportunity to provide input regarding the particular implementation of layoff and recalls procedures planned by the District. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be considered:

A. Non-certified employees shall be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

B. If further reduction is still necessary, then probationary and tenured teachers will be laid off based on teacher qualifications as defined in Articles 2 and 12, provided that such teachers who are retained are adequately certified for the positions they are to fill. Layoff procedures shall be in conformance with MCL 380.1248. Seniority shall be considered as the tiebreaker if a layoff or recall decision involves 2 or more teachers and all other qualifications distinguishing those teachers from each other are equal.

14.2 The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association. Teachers being laid off shall receive at least a 30-school day notice in writing before the effective date of layoff.

14.3 The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. A laid off bargaining unit employee must maintain current contact information (address, phone, and email address) with the Superintendent's office. Failure to maintain current contact information may negatively affect the teacher's recall.

14.4 After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified candidate.

14.5 The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with

the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

Certification/Qualification

14.6 Teachers shall be considered certified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 2 and Article 12.

14.7 A teacher refusing an offer of recall to a position for which the teacher is adequately certified per Article 2 and most qualified per Article 12 and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.

14.8 An employee shall retain their right to recall for 24 months from the effective date of layoff from the district, unless they have waived that right through a voluntary quit as indicated in section 14.7. Teachers on layoff status shall retain all seniority and sick leave accumulated as of the effective date of layoff.

14.9 Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 19 (Insurances) until the end of the month of the effective date of layoff, or if the layoff occurs in the months of May, June, or July, then insurance shall continue through the month of August. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

ARTICLE 15
LEAVES OF ABSENCE

15.1 All teachers employed by the Board who are covered by this Agreement will receive twelve (12) sick days at the beginning of the school year. The teacher may continue to accumulate sick leave days from year to year. If the teacher retires, resigns, is put on approved leave, is reduced in schedule or is terminated during a school year, a pro-ration of that year's sick days allotted shall occur. The pro-ration will be equal to the time worked.

15.2 Any teacher may use any part or all of his/her accumulated sick leave as follows:

A. Any teacher who is absent from work because of illness, or a qualifying reason under ESTA or FMLA will be allowed to use the portion of such sick leave as may be necessary for such health matters, including dental appointments which shall be charged against sick leave to the nearest

hour. This includes the teacher's own, or family member's, mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the teacher's, or family member's, mental or physical illness, injury, or health condition; or for preventative medical care for the teacher.

The term "family member" includes: For the purpose of this paragraph, family member is defined to be limited to the teacher's spouse, sibling, child, parent (parent shall mean the parents of the teacher or the spouse of the teacher, whether such parent is the natural parent or step-parent), grandparent, grandchild, or dependent of the immediate household.

B. Teachers will notify the district of the need for a substitute by placing a notice into the district's online system for requesting substitutes. Should a notice be provided less than one (1) hour prior to the start of the school day, following commencement of the school day, or be unable to make notification in the in the online system, the teacher shall notify at the earliest opportunity, his or her principal or, if unable to reach the principal, the superintendent or his/her other properly designated representative.

C. Should a pattern of absences, or evidence provide reasonable suspicion of fraudulent use of sick leave, then the Board, at its discretion and own expense, may require from any teacher proof of illness signed by a properly accredited physician or other medical provider (e.g. Nurse Practitioner, Physician's Assistant, or other licensed provider).

D. If the teacher is absent for illness in excess of ten (10) consecutive work days, the Board may at its own expense require an examination of the teacher by an independent physician.

E. Each full-time teacher shall be granted three (3) personal leave days per school year. Each part time teacher shall be granted one and one-half (1½) personal leave days. These personal leave days shall not be deducted from the teacher's accumulated sick leave. The personal leave days may be used for any purpose by the teacher. A teacher planning the use of a personal leave day shall notify his/her principal at least three (3) school days in advance. For an emergency, a one-day notice for a one-day personal leave shall be permitted, provided a substitute is available. Unused personal leave days shall accumulate to a maximum of five (5) per school year. Personal leave days not used during the school year and not carried over to the next year will transfer to sick days at the end of the school year.

F. Regular permanent full-time teachers will be allowed to use up to a maximum of five (5) sick leave days to attend a funeral of a member of the teacher's immediate family. Less than full-time teachers shall be prorated. For the purpose of this paragraph, immediate family is defined to be limited to the teacher's spouse, sibling child, parent (parent shall mean the parents of the teacher or the spouse of the teacher, whether such parent is the natural parent or step-parent),—grandparent, grandchild, or dependent of the immediate household. Additional leave time may be

granted at the discretion of the Board and/or the Superintendent, upon request.

Employees shall be granted up to three (3) non-accumulative funeral leave days for all other non-family deaths.

Additional leave time may be granted at the discretion of the superintendent, upon written request.

G. No more than twice per year, employees may trade one (1) sick leave day for one (1) personal day per school year with the approval of the administration. This request must be made at least three (3) days before the day needed. This day cannot be taken at the beginning of the school year, the end of the school year, or used to add on to the Thanksgiving Break, Christmas Break or Spring Break. Employees shall not be able to trade any sick leave days for personal days if they owe sick days back to the Sick Leave Bank.

15.3 The Board, in its sole discretion, from time to time may determine what conferences, study programs or educational events may be desirable and useful for teachers to attend, in which event the Board will grant to each teacher desiring to attend such function a leave with pay and agreed expense allowance for the period of time necessary to attend the event. Professional development trainings offered by the Association (or its affiliates) shall be treated the same as any other professional development opportunities offered through the District. Requests for any professional development trainings offered outside the district shall be made on the form attached in Appendix H.

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

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

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

15.6 A teacher having attained full tenure under the laws of the State of Michigan, will

be granted a leave of absence without pay for such time as may be necessary for such teacher's recovery in excess of the amount of sick leave which such teacher has earned up to that time, including sick bank days for which the teacher is eligible; provided, however, that such leaves of absence shall not exceed the limitations of the statutes of the State of Michigan and shall be in conformity therewith.

15.7 Leave Without Pay: During the school year a teacher may use up to three (3) days of leave, without compensation, for personal reasons. Statement of need for personal leave shall be made in writing to the building principal in time to permit arranging for a substitute. In an emergency, shorter verbal notice may be given. Any unusual cases involving more than three (3) days will be negotiated by the persons concerned**,** the Association, and the superintendent.

15.8 The Association is able to assign to its officers and members, leave days with pay and without cost for substitutes, up to fifteen (15) days per year. Such days will be requested by the Association at least one week in advance of the leaves. Such leaves are to be used for Association business, attendance at state association meetings and workshops and to serve as appointed and elected state association officials and State Association committee members.

15.9 At the end of the school year each teacher shall be furnished with a statement of his/her accumulated leave. This is in addition to what is reported in the District's payroll system.

15.10 During any school year a teacher may use not to exceed two (2) days of his/her accumulated sick leave for governmental business. Such governmental business leave shall not be cumulative from year to year. Governmental business is hereby defined as any activity of government, local, state or national, in which the teacher is obligated to partake as a result of the position or office to which he/she was appointed or elected. Campaigning for office or for re-election to any public office, or campaigning or electioneering for some other candidate for office is specifically exempted from this paragraph.

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

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

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

Proof of wage offered for the governmental activity must be exhibited prior to settlement.

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

15.11 Maternity/paternity leave shall be granted at any time for a period not to exceed one year without loss of tenure rights. A teacher on maternity/paternity leave will be allowed to resume employment at the start of a semester or earlier at the discretion of the Board. Sick leave may be used during maternity/paternity leave. The District agrees to provide **an** additional 10 paid sick leave days **per event** for maternity/paternity leave within the first **five** years of employment (not chargeable to employees accumulated leave.)

15.12 The Board of Education at its discretion may grant a one-year leave of absence for a teacher whose child may require special care due to long-term illness, or terminal illness requiring long-term care out of state. Reinstatement would be to the former position held by the teacher or one very similar for which the teacher is qualified. Seniority credit within the system would not be earned for the year on leave.

15.13 Teachers elected or appointed to state education or athletic committees will not have time spent at the meetings charged to sick leave.

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

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

15.14 Any teacher who is under contract, works a fractional portion of the school year, and is subsequently granted a leave of absence, with or without pay, requested or unrequested, shall have his/her fringe benefits continue through that leave of absence, including the summer months (June, July, August). That teacher shall also be given credit for a total of one (1) year teaching experience for the purpose of the salary schedule, longevity and seniority rights.

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

15.15 Teachers who are charged sick leave days as a direct result of an illness/infestation from an infected student (example: lice, pink eye, bed bugs) will be reimbursed any used sick leave time upon providing documentation of the illness/infestation. This will not include any seasonal or common illnesses.

15.16 <u>Sick Leave Bank</u>

A. The purpose of sick leave bank benefits is to provide compensable leave coverage to teachers who are absent due to extended disability because of personal illness or injury.
B. Teachers shall become eligible to receive sick leave bank benefits when they have exhausted all of their personal sick leave days.
C. An eligible teacher shall receive his/her contractual rate of pay while disabled for a period not to exceed ninety (90) days, with committee review every twenty (20) days.
D. Applications for sick leave bank benefits shall be made in writing to the Sick Leave Bank Committee through the superintendent and shall include medical verification of disability. The superintendent shall convene the committee as soon as possible. When a determination is made, the applicant will be informed in writing with copies to the superintendent, business manager, and committee members. The administration office shall complete all paperwork and record keeping.
E. No applicant will be denied fewer days than she/he has contributed. A

record of each teacher's contribution shall be maintained by the administration office.

F. All sick leave days loaned to an eligible teacher shall be returned to the bank by the teacher. The teacher shall pay back to the sick leave bank three (3) days per year from each year worked until all days borrowed are repaid to the bank. Payment shall begin at the end of the year in which the teacher returns to work. A teacher who has less than three (3) days accumulated sick leave at the end of the school year will pay to the sick bank those days available. If the teacher accepts similar employment outside of the bargaining unit prior to payment in full, the teacher shall reimburse to the District at the rate of substitute teacher pay through a payroll deduction up to statutory limits. The District will then repay the borrowed days to the sick leave bank. If the District is not reimbursed through a payroll deduction, the District may bring a claim against the teacher through a court of competent jurisdiction over the matter. If a Teacher resigns or retires due to medical reasons (or the timing of such) then they will not need to reimburse the district the remaining balance of the sick leave owed.

G. To establish and continue the sick leave bank, the following procedures shall be followed:

1. The bank shall be capped at a maximum of three hundred (300) days. If the bank is depleted to one hundred fifty (150) days, each bargaining unit employee shall contribute two (2) additional days to the bank. Teachers may contribute additional days to the bank for the duration of this Agreement.

H. This bank will be administered by two (2) representatives of the Board (Superintendent/designee and one member of the Board's Personnel Committee) and three (3) teachers designated by the Association.

ARTICLE 16
PROFESSIONAL GRIEVANCE PROCEDURE

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

The Association shall be made aware of all grievances and shall be provided the opportunity to be present at all grievance meetings throughout the grievance process. Administration shall ensure that the Association is notified and shall

only schedule at a mutually agreeable time with the Association representative and the grievant. The grievance shall then be processed as follows:

Step 1: The written grievance shall be discussed by the employee, a representative of the Association and the principal of the school in which the employee is assigned. The principal may have another administrator of his/her choosing if desired. The principal shall, in writing, make a decision on the grievance within ten (10) school days from the date on which the meeting was held. If the employee does not agree with the disposition, he/she may appeal it to the superintendent of the district through the Association's grievance committee.

Grievances reduced to writing shall be dated and signed by the employee concerned and a copy shall be presented to the principal in the initial written step of this procedure.

If a grievance is at the District level, or involves both of the buildings, the Association may introduce a grievance at Step 2.

If the Association does not appeal the principal's decision in Step 1 within ten (10) school days from the date of such decision, the dispositions as then made shall be conclusive and binding on the employee and the Association, unless mutually extended in writing.

Step 2: Should the principal's disposition at Step 1 be unsatisfactory to the Association, the grievance shall then be discussed at a mutually satisfactory time by the superintendent, or designee and the employee and Association representative. Such discussion shall be held not more than ten (10) school days after the Association's response to the disposition made by the principal in Step 1. Such discussion may be adjourned from time to time according to the parties mutual written agreement. Each of the parties may confer with or obtain the assistance of such other persons as they may deem necessary or proper for the proper presentation of the grievance and the discussion thereof. The discussion of the grievance, however, shall be limited to the superintendent or his/her designee and the employee involved and the Association representative. The superintendent shall make a decision on the grievance in writing, not later than ten (10) school days from the last day upon which any such discussion took place concerning such grievance.

Step 2a – Mediation:
If such decision is not satisfactory to the Association, within ten (10) school days of the Superintendent's decision, the Association may request mediation of the decision with the mediator(s) to be mutually acceptable to the Association and to the Board. Should the Board and the Association not agree to a mediator within five (5) school contract days upon making the request, one will be assigned by MERC.

Step 3: If the grievance has not been settled in Step 2 or 2a and if it is to be appealed to Step 3, the Association representative(s) shall notify the superintendent in writing within ten (10) school days after receipt of the superintendent's Step 2 answer, or if step 2a is agreed to then within ten (10) school days of a complete mediated proposed settlement, whichever is later, if

they desire to appeal. If such request is made, the grievance shall be reviewed at the next scheduled Board meeting after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within ten (10) school days after the date of the Step 3 meeting.

If the decisions in Steps 1, 2, and 3, by administrators, are not made within specified times, the grievance shall move to the next step of the grievance procedure.

Step 4: If the Association does not agree with the Board's dispositions, it may file a demand for arbitration, in which case the Association and the Board shall promptly attempt to select an arbitrator to dispose of the complaint. Failing to agree upon such impartial person, the arbitrator shall be selected through the American Arbitration Association. The arbitrator's decision is final and binding upon the District, the Association and the employee involved. The expense and salary incident to the services of the arbitrator shall be shared equally by the District and the Association, and each of the parties shall, separately, bear its own expenses incurred in such arbitration.

16.2 An arbitrator's decision concerning any grievance shall not be made retroactive to a date before the date on which the grievance was first presented in writing under Step 1, except that an award about rates of pay or compensation shall be made retroactive to the date of the occurrence or non-occurrence of the event, but in no case before thirty (30) school days before the grievance was first presented in written form in Step 1.

16.3 The parties recognize that harmonious relations can be best achieved by prompt disposition of any misunderstandings or grievances and to that end, the employee will make any such grievances promptly. In any event, no grievance will be considered by the Board or any representative of the Board under this article, unless the grievance is presented in writing not more than thirty (30) school days after the occurrence or non-concurrence of the event giving rise to the grievance. All time frames may be extended by mutual agreement between the Board (or their designee) and the Association, as memorialized in writing between their designees.

For the time period between June 1 and August 31 when school is not in session, all days above (Sections 16.1 – 16.5) shall be interpreted to mean work days, excluding holidays and weekends.

16.4 The arbitrator to which any such grievance shall be submitted shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as necessary to determine the grievance. The arbitrator shall not have jurisdiction or authority to alter or amend in any way the provisions of this Agreement. To the extent required to follow by law, we will follow the Michigan Uniform Arbitration Act, MCL 691.1682 et seq. To the extent not mandated by law, we will defer to the rules of the American Arbitration Association.

16.5 For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to, grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies but not originals of his/her personnel file and any other files or records of the Board which pertain to the teacher and any issue in the proceeding in question. The cost of duplication of such files or records are to be borne by the employee. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference, including credentials received from institutions of higher learning, secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.

16.6 Notwithstanding the expiration of this agreement, any claim or grievance arising before the expiration date of the contract may be processed through the grievance procedure until resolution.

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

ARTICLE 17
GENERAL PROVISIONS

17.1 Each school will have designated areas, apart from the students, for use as teachers' lavatory, and an appropriately furnished teachers' lounge.

TOBACCO-FREE SCHOOLS

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

A. Use of tobacco products is strictly prohibited within any building or vehicle owned, leased or operated by the school district. Use of tobacco products is also prohibited on any real property owned, leased or operated by the school district. This policy applies to all employees, contractors, students and visitors on the premises of the school district.

B. Copies of this policy shall be distributed to all employees and communicated to other affected parties on a periodic basis. Prominent signs displaying the following statement will be posted at all entrances throughout school district buildings: USE OF TOBACCO PRODUCTS IS PROHIBITED IN THIS BUILDING PURSUANT TO THE MICHIGAN CLEAN INDOOR AIR ACT PA 348

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

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

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

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

17.3 This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.

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

ARTICLE 18
ACADEMIC FREEDOM

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

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

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

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

18.2 Lesson Content: In the investigation, presentation, and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material or discussion:

A. is appropriate to the age and maturity level of the students;

B. is related to and consistent with the prescribe curriculum, course of study, and textbook/materials for the class in question; and

C. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

18.3 Appeal Procedure: If lesson content is the subject of a challenge or complaint to the principal by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee, the principal, Association Representative(s) and the complainant, if appropriate. If the lesson content or speaker is disapproved or restricted by the principal or other district administrator, the reason(s) shall promptly be provided to the teacher and the Association Representative in writing.

18.4 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article 11, Teacher Evaluation.

ARTICLE 19
INSURANCES

19.1 The parties will comply with Public Act 152 of 2011 (MCL 15.561 – 15.569) pursuant to which the Board selects the so-called “Hard Cap” option for health (medical benefit plan) benefits. The District’s contribution to the employee’s medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.

If the Publicly Funded Health Insurance Contribution Act is amended, and that amendment becomes law during the duration of this contract, both parties agree to reopen insurance options be negotiated and memorialized in a letter of agreement.

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the District no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated and memorialized in a letter of agreement. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

The Board shall make such group health benefits and group non-health benefits available pursuant to the medical benefit plan cost co-payment terms described

above to all full-time bargaining unit employees on a full 12 month basis if they are so employed for the full school year. The District will pay the full premium for non-health benefits.

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

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

The District is allowed different insurance plans that the support staff union, teachers union and administration group can choose from. Plans will be looked at yearly through the UPAPA to see if there are any plans that would be more beneficial to all groups.

These are the current medical benefit levels for both group health (medical benefit plan) benefits and non-health benefits that employees have the option of choosing (Note - Medical Benefits may change at the discretion of the UPAPA):

Plan A

Medical: Medical plans (Health Benefit Plans) are offered through the UPAPA and are subject to change during the life of this agreement if there is mutual agreement between both parties.

Dental: Class I 100%/Class II 90%/Class III 90%/Class IV 90%
Annual Max Class I, II, III $3,000, Lifetime Max Class IV $3,500
2 Cleanings per Year
No Adult Orthodontics
No Sealants
X-Rays paid under Class II
Vision:VSP 3 Plus P 250CL – Pay year January to December
Negotiated Life Insurance: $50,000
Negotiated AD&D: $50,000
Basic Term Life w/Med: $5,000

Plan B

Dental: Class I 100%/Class II 90%/Class III 90%/Class IV 90%
Annual Max Class I, II, III $3,000, Lifetime Max Class IV $3,500
2 Cleanings per Year
No Adult Orthodontics
No Sealants
X-Rays paid under Class II
Vision:VPS 3 Plus P 250CL – Play year January to December
Negotiated Life Insurance $50,000

Negotiated AD&D $50,000

When a member chooses a health insurance plan, the Dental & Vision option must coincide with the health insurance choice (ex: member chooses single health insurance coverage, dental and vision will also be single coverage.)

Insurance coverage for 26 year old dependents and disabled dependents will continue as permitted by MESSA.

Employees who are eligible for but do not elect group health benefits shall receive cash-in-lieu of such health benefits as set forth below on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides reasonable documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

Cash-in-lieu benefits are:

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

payable in 21 or 26 installments according to the employee's selection. For part-time employees who do not elect group health benefits, the amount of cash-in-lieu amount shall be prorated. Employees must present evidence of insurance coverage that meets the affordable care standards before cash in lieu payment will be distributed. Employees must notify the central office within 30 days if any changes occur in their insurance.

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

19.3 Changes in family status shall be promptly reported to the District's Business Office by employees eligible for and/or participating in the District-provided benefit programs. These employees shall reimburse the District for any medical benefit plan cost overpayment made by the District, on the employee's behalf, for failure of an employee to comply with this requirement.

19.4 If a national health program impacting the health benefits provided pursuant to this Agreement is adopted and implemented during the term of this Agreement, the Board and the Association shall renegotiate this Article to the extent necessary or advisable.

19.5 A teacher who received a termination of employment notice at the end of the school year shall continue to receive all fringe benefits, as specified in the current contract through the summer months, ending August 31. A teacher who resigns before the end of the school year, and does not work through the end of the school year, shall receive insurance benefits until the end of the month the resignation takes effect.

19.6 Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

ARTICLE 20
COMPENSATION

20.1 Schedule A sets forth the salary schedule for teaching personnel. Step and lane advancement shall be granted each year of this contract.

20.2 Recognizing the dedication of the WICEA bargaining unit members, on the first pay period in November, the District shall provide a $300, off schedule stipend to all employees covered under the Agreement.

20.3 Schedules B, C, and D set forth the rate of pay which will be paid to any teaching personnel assigned to any job listed in Schedules B, C, and D for the hours he/she is engaged in the Schedules B, C, and D.

20.4 All new employees shall be given up to fifteen (15) years of salary schedule (Schedule A) experience on a year-for-year experience basis. Experience shall be based on actual teaching experience in a public school, community college, or university.

20.5 The District will continue to provide at least 30 hours of annual District Provided Professional Development, and will offer SCECH's when applicable. SCHECHs earned prior to ratification of 2022-2025 contract by an employee will be recognized and applicable for lane advancement within a degree. Following 2022-2025 contract ratification any newly earned SCECHs may not be applied for lane advancement. Any additional college credit earned in the future can be applied to allow for BA+18, BA+30, & MA+16.

20.6 Payments for extra credits will begin on the first day of the next semester following completion of the course requirements, if such completion has been certified to the Board on or before October 1 or March 1, respectively. Continuing education credits must (1) be related to the employee's education certification, or desired additional education certification/endorsement, and (2) need prior written approval from the superintendent to count for lane advancement utilizing the Approval for Courses form found in Appendix I.

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

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

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

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

20.10 Any teacher who substitutes during a preparation period for another teacher shall be paid at the rate of $35.00 per hour. Every effort shall be made by the administration to equalize this time among the teachers available during the time needed.

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

For the 2026-27 & 2027-28 school years: Any bargaining unit employee who has in excess of our (4) preparations at the secondary level shall receive 1.5% of the B.A. Step 10 for each preparation over four. An elementary teacher who has two (2) grade levels in one (1) self-contained classroom shall receive 1.5% of the B.A. Step 10.

20.12 Accumulated Sick Leave Payout

A. Payment of accumulated sick leave shall be paid to the teacher on the last payday of his/her services on retirement, provided that the teacher has been an employee of the District for a period of at least ten (10) consecutive years prior to retirement. For the purpose of this paragraph, retirement is defined as being eligible for MPSERS benefits.

The Board believes that there is value in encouraging teachers to provide the District with early notice of their intentions to retire a the end of the school year so that the District can begin planning for next year's teaching assignments and hiring needs. Therefore, a teacher will receive payment as defined below when the teacher provides written notice of their intent to retire on or before April 1 at 4:00 pm of the calendar year.

Teachers will be paid for their accumulated sick leave as follows:

- Written notification on or before April 1st is $75 per accumulated day.
- Written notification after April 1 is $30 per accumulated day.

These payments will be deposited into the employee's special pay plan, 403(b) or 457(b). Upon death of a member, the beneficiary will be paid for the accumulated sick leave at the rate specified in 20.12.A.

B. Sick Day Buyback:

1. For the 2025-26 school year, upon ratification all teachers who have accumulated more than 100 sick days will be paid $75 per day.

2. After the 2026-27 school year, a teacher may accumulate up to a maximum of one hundred (100) sick days. If a teacher's sick day bank exceeds 100 days as of the last contractual work day of the school year, the teacher will receive $75/day in exchange for each day over 100 days after the last contractual work day. This may be paid into a 403(b) or regular payroll.

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

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

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

20.15 Employees who are employed by the district as a Licensed Speech Pathologist will be paid according to the Dickinson-Iron Intermediate School District Salary Schedule.

ARTICLE 21
ANNUAL CONTRACT

21.1 Consistent with Act 349 of 2012 (effective 3/28/13), nothing in this Article shall be construed to require a bargaining unit employee to either become or remain a member of the Association as a condition of employment.

21.2 The District shall issue annual contracts to all teachers, either tenured or probationary, by the fourth Monday of the school year. The parties agree that every bargaining unit member will be required each school year to sign and individual contract of employment as provided in Article 2, Section 1231 (380.1231) of the Michigan General School Laws and that every such contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of Association members and other teachers who are members of the teacher

bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article XVIII.

ARTICLE 22
CONTINUITY OF OPERATION

22.1 The Association agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, or permit any of its representatives to engage in or assist in any unfair labor practice.

22.2 Recognizing the desirability of continuous operation of the instructional program throughout the school year, the Association agrees that it will not, during the period of this agreement, engage in any teachers strike against the West Iron County School District.

22.3 The Association agrees that neither it nor any of its officers or members will engage in any Association activity during normal assigned teaching hours and will not carry on any Association activity on any District property in any manner which interferes or tend(s) to interfere with the normal scheduled operations of the District. This statement shall not be construed to prevent released time for Association activities. Association representatives will notify the building principal's office when they are in the building.

22.4 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10, of the Public Employment Relations Act or permit any of its representatives to engage in or assist in any unfair labor practice.

ARTICLE 23
SCHOOL IMPROVEMENT

23.1 The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, or other similar plans.

A. Participation by the employee is voluntary.
B. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. If SIP meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at the substitute teacher's hourly rate for all time spent beyond the regular work day/year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this agreement. Substitute's hourly rate is defined as substitute daily rate divided by student contact hours (i.e., 5).

C. This Agreement may not be modified in whole, or in part by the SIP Committee, except by mutual, written agreement by the Association and the Board.

ARTICLE 24
ALCOHOLISM AND DRUG ABUSE

24.1 Testing for Alcohol and Drug Abuse
During the term of this Agreement, the Employer with probable cause and in a consistent manner for all employees of the district, may engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. The District shall use local law enforcement or an approved occupational medicine facility to perform testing services under this paragraph.

24.2 The Association and the Employer jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to this Agreement.

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

24.4 Any bargaining unit employee with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner, so long as the employee's request is made before the employee has violated any law, policy, work rule, or condition of employment while in the scope of his/her employment with the District.

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

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

WEST IRON COUNTY SCHOOLS SCHEDULE "A"

Non-Certified Teachers: Bargaining unit employees employed as of the date of ratification who do not hold a valid Michigan teaching certificate shall be capped at Step 7 in their current salary lane. All future bargaining unit employees who do not hold a valid Michigan teaching certificate shall receive a salary equivalent to 95% of BA Step 1 and shall not advance beyond 95% of BA Step 5. When the teacher receives a valid Michigan Teaching Certificate the teacher will move to the existing lane that most closely corresponds to the teacher's level of education. The legal definition of a Michigan Teaching Certificate under Rule 390.1101 shall determine whether an individual holds a valid Michigan Teaching Certificate.

Salary 2025-26

Eligible employees will advance one step on the salary schedule from 2024-25 once the contract is ratified. Pay increase for the 2025-26 school year, to be effective upon ratification of successor agreement. Retroactive pay from January 1, 2026.

Step	BA	BA +18	BA +30	MA	MA +16	MA +30
1	42839	43977	46706	47542	48309	48792
2	43777	44914	47644	48480	49245	49737
3	44766	45902	48632	49469	50233	50735
4	45754	46891	49621	50457	51221	51733
5	46726	47899	50719	51584	52373	52897
6	47687	49114	52455	53478	54419	54964
7	48881	50376	53879	54951	55932	56492
8	51086	52656	56328	57450	58481	59066
9	53558	55202	59055	60230	61313	61926
10	56154	57878	61917	63152	64287	64930
11	59847	61663	65917	67218	68416	69101
12	62794	64703	69170	70534	71791	72509
13	64022	65916	70467	71860	73278	74011
14	64117	66012	70572	71965	73388	74122
15	64523	66431	71020	72423	73856	74594
16	64713	66630	71229	72639	74072	74813
17	64906	66825	71442	72853	74292	75035
18	65096	67023	71652	73068	74512	75257
19	65289	67220	71862	73282	74730	75478
20	66042	67969	72606	74021	75470	76225
21	66550	68495	73165	74593	76050	76810
22	66742	68690	73376	74807	76268	77031
23	66930	68889	73585	75023	76488	77253
24	67125	69085	73796	75239	76707	77474
25	68717	70713	75503	76971	78465	79249
26	69242	71251	76081	77557	79063	79854
27	69435	71453	76295	77775	79287	80080
28	69746	71759	76593	78071	79579	80375
29	70957	73002	77923	79428	80962	81772
30	71152	73205	78139	79648	81186	81998
31	72036	74112	79109	80636	82195	83017
32	72921	75027	80082	81629	83207	84039

WEST IRON COUNTY SCHOOLS SCHEDULE “A”

Salary 2026-27

Step	BA	BA +18	BA +30	MA	MA +16	MA +30
1	44739	45916	48741	49606	50400	50904
2	45488	46659	49471	50332	51120	51631
3	46457	47627	50439	51301	52088	52609
4	47430	48601	51413	52274	53061	53592
5	48402	49609	52511	53401	54213	54756
6	49363	50824	54247	55295	56259	56822
7	50357	51886	55471	56568	57572	58148
8	52362	53966	57720	58867	59921	60520
9	54834	56512	60447	61647	62753	63380
10	57430	59188	63309	64569	65727	66385
11	61942	63821	68224	69571	70811	71519
12	64991	66967	71591	73003	74304	75047
13	66263	68223	72933	74375	75843	76601
14	66361	68323	73042	74484	75957	76716
15	66781	68757	73506	74958	76441	77205
16	66978	68962	73722	75181	76664	77431
17	67177	69164	73942	75403	76892	77661
18	67375	69369	74160	75625	77120	77891
19	67574	69573	74377	75847	77346	78119
20	68354	70348	75148	76612	78111	78892
21	68879	70892	75725	77203	78711	79499
22	69078	71094	75944	77425	78938	79727
23	69273	71300	76161	77649	79165	79957
24	69474	71503	76379	77872	79392	80186
25	71123	73188	78145	79665	81211	82023
26	71665	73745	78744	80272	81830	82649
27	71865	73954	78966	80497	82062	82883
28	72187	74270	79274	80803	82364	83188
29	74557	76706	81877	83458	85072	85922
30	75473	77653	82885	84487	86119	86980

WEST IRON COUNTY SCHOOLS SCHEDULE “A”

Salary 2027-28 (3.5% increase)

Step	BA	BA +18	BA +30	MA	MA +16	MA +30
1	46305	47523	50447	51342	52164	52685
2	47080	48292	51203	52094	52909	53438
3	48083	49294	52205	53096	53911	54450
4	49090	50302	53212	54103	54918	55467
5	50096	51345	54349	55271	56111	56672
6	51091	52602	56146	57230	58228	58811
7	52120	53702	57413	58548	59587	60183
8	54194	55854	59740	60928	62018	62639
9	56753	58490	62562	63805	64949	65599
10	59440	61259	65525	66829	68028	68708
11	64110	66055	70612	72006	73289	74022
12	67266	69311	74097	75558	76904	77673
13	68582	70610	75486	76978	78497	79282
14	68683	70714	75598	77091	78615	79401
15	69118	71163	76079	77581	79116	79907
16	69323	71375	76302	77813	79348	80141
17	69528	71585	76530	78042	79583	80379
18	69733	71797	76755	78272	79819	80617
19	69939	72008	76981	78501	80053	80854
20	70746	72811	77778	79293	80845	81654
21	71290	73374	78376	79906	81466	82281
22	71496	73582	78602	80135	81701	82518
23	71698	73795	78826	80366	81936	82756
24	71906	74005	79053	80598	82170	82992
25	73612	75750	80880	82454	84053	84894
26	74174	76326	81500	83081	84694	85541
27	74381	76542	81730	83315	84934	85784
28	74713	76870	82049	83631	85247	86099
29	77167	79391	84743	86379	88049	88930
30	78115	80371	85786	87444	89133	90025

SCHEDULE “B”

Scorers, Timers and Announcers ……..$22.50 per event

SCHEDULE "C"

The percentages specified below shall be applied to the Bachelor's Base; Step 1 - Step 7 respectively. First year coaches will receive the indicated percentage of BA Step 1 of Schedule A. Each successive year will receive the indicated percentage of the next step until reaching BA Step 7. These steps are not retroactive. The District reserves the right based on budget and/or participation not to offer positions in this schedule. Two positions may be combined into one position due to circumstances but this situation must be approved by the Association. One paid coach per position unless noted below in parenthesis.

		Percent
FOOTBALL:		
	Varsity Coach	14.35
	Assistant Varsity Coach(es) (2)	9.53
	Junior Varsity Coach	9.53
	Assistant Junior Varsity Coach	8.92
	Freshman Coach	9.53
	Middle School Football Coaches (2)	3.59
BASKETBALL:		
	Varsity Coach (Boys)	14.35
	Junior Varsity Coach (Boys)	9.53
	Freshman Coach (Boys)	9.53
	Varsity Coach (Girls)	14.35
	Junior Varsity Coach (Girls)	9.53
	Freshman Coach (Girls)	9.53
	7th Grade Coach (Girls)	3.59
	7th Grade Coach (Boys)	3.59
	8th Grade Coach (Girls)	3.59
	8th Grade Coach (Boys)	3.59
TRACK:	Head Coach (Boys)	8.00
	Assistant Coach (Boys & Girls)	6.66
	Head Coach (Girls)	8.00
	Middle School Boys Track Coach	3.59
	Middle School Girls Track Coach	3.59
TENNIS:	Coach (Boys)	8.20
	Coach (Girls)	8.20

GOLF:	Coach (Boys)	6.50
	Coach (Girls)	6.50
SKIING:	Coach	6.00
CROSS COUNTRY:		
	Coach	5.00
WRESTLING:		
	Coach	11.99
	Assistant Coach	6.46
VOLLEYBALL:		
	Varsity	14.35
	Junior Varsity	9.53
	Freshman Volleyball	9.53
	7th Grade Coach	3.59
	8th Grade Coach	3.59
WEIGHT TRAINING:		
	Advisor	3.59

Schedule C Coaches Pay

1. Pay in regards to sport season being cancelled by state or district;
    a. If a season is cancelled prior to MHSAA official start date, or no formal practices were held after official start date, then no compensation will be given.
    b. If formal practice is initiated, but no contests are played, the coach will receive 33% of the compensation.
    c. If formal practice is initiated and less than 50% of the contests are played, the coach will receive 66% of the compensation.
    d. If formal practice is initiated and 50% or more of the contests are played, the coach receives the full negotiated pay.
    e. If games are not played due to participation, yet the coach maintains formal practices throughout the season, meaning preseason through tournament, the coach will receive full pay.

SCHEDULE "D"

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

Guiding Coalition $30/hr

	Percent
CHEER:	
Varsity Sideline Cheer - Fall	4.00
Varsity Sideline Cheer - Winter	4.00
Middle School Cheer	3.00
Art Club	2.15
Freshman Class	2.50
Sophomore Class	2.50
Junior Class	4.00
Senior Class	4.50
High School Student Council	5.75
Middle School Student Council/Advisor	4.00
Orchestra/Band (four performances - all levels)	2.15
High School Bowl	2.15
National Honor Society	4.10
Business Professionals of America	4.10
School Forest Club	2.00

Robotics Coach - high school season…….$1,500

Robotics Coach - middle school season…….$1,000

**In the event that the grant that supports the Robotics changes or comes to an end, pay will be negotiated through a letter of agreement which will stand until the next contract negotiation.*

Payment of Schedule D stipends are subject to the employee's submission of appropriate documentation to the Business Manager after the teacher's duties are completed for the school year.

For any Schedule B, C, or D activities that have been removed from the respective schedules, upon the decision of the Board to again offer the program both parties agree to meet and negotiate over the wages prior to posting for any vacant position related to the Schedule B, C, or D reinstated activity.

Appendix E

VHS Mentor log

Documentation of at least 2 weekly communications with each assigned student per week.

STUDENT		**SEMESTER/YEAR**	
MENTOR		**CLASS**	

TIME	TYPE OF COMMUNICATION	COMMENTS	TEACHER INITIALS
Week 1	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 2	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 3	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 4	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 5	• Face to face/CES • Email		

	• Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 6	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 7	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 8	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 9	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 10	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email		

	• Google classroom • Google Meet		
Week 11	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 12	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 13	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 14	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 15	• Face to face/CES • Email • Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		
Week 16	• Face to face/CES • Email		

	• Google classroom • Google Meet		
	• Face to face/CES • Email • Google classroom • Google Meet		

Teacher Signature:_____ Date:_____

Submit to the High School Principal within 5 workdays after the semester for pay.

Principal Signature:_____ Date:_____

Submitted to payroll office - _____ (initial) Date:_____

Appendix F

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to principal

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Principal: _____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 1, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to superintendent

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 2

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Superintendent: _____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 2, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to School Board

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 3

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Board of Education: _____

_____

_____

_____ _____

Signature Date

D. Disposition of Grievant and/or Association _____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 3, attach an additional sheet.)

Grievance Report Form

Grievance #_____ West Iron County Public Schools

*Submit to Arbitrator

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date filed

STEP 4

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance _____

_____

_____

_____

2. Relief Sought _____

_____

_____

_____

_____ _____

Signature Date

C. Disposition of Arbitrator: _____

_____

_____

_____

_____ _____

Signature Date

(If additional space is needed in reporting of Step 4, attach an additional sheet.)

Appendix G

WICS Pre-Observation Form

Educator:	**Observer:**
Date of Pre-Conference:	**Date/Time of Observation:**
Grade Level/Curriculum Area Observed:	

Please answer these questions concerning the lesson / class to be observed. Your responses will then serve as the basis for conversation during the pre-observation conference.

1. Briefly describe the students in this class (e.g. students' background, skills, interests). [Component 1b]
2. What are the goals for the lesson? What do you want the students to learn? [Component 1c]
3. How do these goals support the district's curriculum, state frameworks, and the content standards? [Component 1c]
4. Where does this lesson fit in your unit plan (e.g. does this lesson build on previous lessons, and how does it lead to future learning)? [Component 1e]
5. What materials, resources and technology will you use? [Component 1d]
6. How will students be grouped for learning (e.g. individual, pairs, small groups, whole class)? [Component 1e]
7. Provide an outline of this lesson. [Component 1e]
8. What difficulties do you anticipate students experiencing in this area, and how do you plan to accommodate these difficulties? [Components 1a & 1b]
9. How do you plan to assess student achievement? What procedures will you use? [Component 1f]

Please attach copies of any handouts, worksheets and/or assessment tools you plan to use for this lesson along with a seating chart.

WICS Post-Observation Form

Educator:		**Observer:**	
Date/Time of Observation:		**Grade/level Curriculum Area Observed:**	

Please answer these questions concerning the lesson/class that was observed, and share with your Administrator/Observer with 2 days of an observation.

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know? (You may attach any student work samples)

2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?

4. Did you depart from your plan? If so, how, and why?

5. Comment on different aspects of your instructional delivery (e.g. activities, grouping of students, materials, and resources). To what extent were they effective?

6. If you had a chance to teach this lesson again to the same group of students, what would you do differently?

WICS Final Year End Evaluation Form

Teacher:		**Year:**	
Administrator:		**Grade/Subject:**	

Place an "X" in the appropriate column for each indicator's rating and put the score in the for that indicator in the last column.

	0 = Needing Support	1= Developing	2= Effective	3= Highly Effective	Rating Score
Domain 1: Planning and Preparation					
Domain 2: Classroom Environment					
Domain 3: Instruction					
Domain 4: Professional Responsibilities					

(Total score divided by the 4 Domains) **Number of Domains: 4**

Final Rating for Domains 1-4: _____

Growth targets on valid academic measures including normed or criterion referenced assessments and/or assessment rubrics, based on Student Learning Objectives (SLO's) or other locally employed analytics.

	0 = Needing Support	1= Developing	2= Effective	3= Highly Effective	Rating Score
Student Growth Data					

(0-24% = Needing Support, 25-49% = Developing, 50-74% = Effective, 75% -100% = Highly Effective)

Final Rating for Student Growth: ____

Final rating for Domains 1-4: (Final score x 80%) Score: _____

Final rating for Student Growth: (Final score x 20%) Score: _____

Overall Effectiveness Rating: (Domains 1-4 + Student Growth) Final Score:_____

(0 - 0.9 = Needing Support, 1.0 - 1.7 = Developing, 1.8 - 3.0 = Effective) *rounded to the nearest tenth.*

FINAL YEAR END EVALUATION RATING		
___Need Support	___Developing	___Effective

Additional Comments:

I have reviewed this evaluation with the administrator?	Yes___ or No ___
The presence of the employee's signature shall indicate that the employee has reviewed the evaluation form. Signature does not necessarily imply agreement with evaluation.	
Employee's Statement is attached	Yes___ or No ___

Teacher Signature:_____ Date:_____

Administrator's Signature: _____ Date:_____

WICS Individual Development Plan Form (IDP)

Teacher:		**Year:**	
Date of IDP:		**Mentor Teacher**	
Administrator:		**Grade/Subject:**	

SECTION I

Planning & Preparation	**Evidence of state standards**
Goals (ex: Teacher will use learning targets that differentiates between instructional objective (teacher) and learning target (student learning.)	
Recommendation (ex: PD, increased mentor support, Formative assessments on daily lessons that includes evidence of student understanding, Teacher provides feedback to students, Summative assessments as needed.)	
Administrative Support (ex: Paid mentor, TeachLink planbook, provide sub to observe another classroom, PD as deemed reasonable, literacy coach.)	
Assessment/Appraisal Method of Goals (ex: observation, review of TeachLink, Written summary & planning with mentor provided by teacher, NWEA report, teacher elicits evidence of student understanding, feedback includes specific & timely guidance)	
Mid-Year Progress Summary (Ratings include: “Not met”, “Partially met”, or “Met”)	

SECTION II

Student Engagement	**Learning Environments & Learning Experiences**
Goals (ex: Teacher will use higher-order questioning techniques, best practices in student engagement, etc.)	
Recommendation (ex: Take Learnport class on classroom management, use various Adaptive School Strategies, use formative assessments, etc.)	

Administrative Support (ex: Paid mentor, TeachLink planbook, provide sub to observe another classroom, PD as deemed reasonable, literacy coach.)
Assessment/Appraisal Method of Goals (ex: observation, collect data on student responses during instruction, Written summary and planning with mentor provided by teacher, various uses of formative assessment to check for understanding/lesson closure, Students are productively engaged in whole group lessons, Classroom transitions function smoothly Teachers response to misbehavior is effective., etc.)
Mid-Year Progress Summary (Ratings include: “Not met”, “Partially met”, or “Met”)

SECTION III

Professional Responsibilities	**Principled Teaching**
Goals (ex: Using NWEA and other data, collaborate with peers/department developing small group instruction for struggling students.)	
Recommendation (ex: Review of NWEA professional learning and reports, participating in FAME learning, etc)	
Administrative Support (ex: Paid mentor, TeachLink planbook, provide sub to observe another classroom, PD as deemed reasonable, literacy coach.)	
Assessment/Appraisal Method of Goals (ex: review records, review teacher’s log of technology use)	
Mid-Year Progress Summary (Ratings include: “Not met”, “Partially met”, or “Met”)	

OVERALL MID-YEAR PROGRESS SUMMARY

Ratings include: “Not met”, “Partially met”, or “Met”

Overall Mid-Year Progress Summary	Date:	

You are encouraged to share this information with your mentor. Signature implied by submission and acknowledges receipt and review of the evaluation with the appropriate administrator. The employee signature does not necessarily acknowledge agreement with the evaluation. It is understood that the employee or administration may submit an additional statement to this evaluation if desired.

Teacher Signature:_____ Date:_____

*Mentor Signature:*_____ *Date:*_____
(Optional)

Administrator’s Signature: _____ Date:_____

APPENDIX H

4110-F-2 Reimbursement Form – Overnight Expenses

General Information

Employee Name: _____

Event Type: ☐ Workshop ☐ Conference ☐ Training program ☐ Meeting

☐ Other (describe):_____

Event Name: _____

Location: _____

Date(s) of attendance: _____

Pre-Travel Approval

Pre-Travel Expenses Estimate: _____

_____ _____

Employee Signature Date

Pre-Approved by: _____ _____

Authorized Signature Date

Expenditures (Note: attach copies of related receipts/invoices)

Event fees: $ _____

Auto Mileage: _____ X $ _____ = $ _____

(IRS Rate)

Meals Total Cost (itemize below): $ _____

Date	Breakfast ($14)	Lunch ($20)	Dinner ($25)
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____

Lodging: $ _____

Other: $ _____

Did you receive money from any other sources to pay for the above expenditures? If yes, enter source and amount below.

Source: _____ $ _____

Post-Travel Total amount submitted for reimbursement: $ _____

Acknowledgment

By signing this form, I understand and agree that:

The information provided is accurate and is business-related. I acknowledge that I understand the District's policy and understand that the Superintendent, designee, or Board may deny my reimbursement request. I have attached all billing statements, receipts, invoices, and travel requests and expense forms related to this reimbursement request.

_____ _____

Employee Signature Date

For Internal Use

☐ Approved ☐ Not Approved Date of Approval: _____

Authorized Signature _____

APPENDIX I

West Iron County Public Schools

Request for Approval of Courses

I hereby request that the following course(s) be considered for approval and be considered as additional hours beyond my degree:

Course No.	Title	Semester Hours	Term Hours

Beginning date: _____ Completion date: _____

Institution offering course: _____

Teacher signature: _____ Date:_____

Approved by: _____ Superintendent Date:_____

Final acceptance of the above course(s) will be made upon written evidence of satisfactory completion provided by the institution that offered the course(s).

APPENDIX J

WICS 2026-27 Academic Calendar

August 2026						
Su	M	Tu	W	T	F	S
2	3	4	5	6	7	1 / 8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17 MS/HS Orientation
24 & 25 PD / No students
24 Elem Open House
26 First day for students
4 Student days in Aug.
6 Teacher days in Aug

February 2027						
Su	M	Tu	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

11 1/2 day for PD.
12 No School
15 No School
18 Days in Feb.

September 2026						
Su	M	Tu	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4-7 Labor Day Wknd.
30 full day DIISD PD
19 days in Sep.

March 2027						
Su	M	Tu	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10 1/2 day for PD
20 End Term 3 (53 days)
22-29 Spring Break
30 Return to school
17 days in Mar.

October 2026						
Su	M	Tu	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
19	19	20	21	22	23	24
25	26	27	28	29	30	31

15 1/2 day for PD
23 Term 1 End (40 days)
29 1/2 day for PTC
22 day in Oct.

April 2027						
Su	M	Tu	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	22	24
25	26	27	28	29	30	

20 1/2 day for PD
22 days in Apr.

November 2026						
Su	M	Tu	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 1/2 day for PD
25-27 Thanksgiving Break
18 days in Nov.

May 2027						
Su	M	Tu	W	T	F	S
2	3	4	5	6	7	1 / 8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17 1/2 for PD
31 Memorial Day
20 days in May

December 2026						
Su	M	Tu	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7 1/2 day for PD
18 1/2 day for Records
18 Term 2/Sem 1 End (37 days in T2) (77 days in S1)
21-31 Winter Break
14 days in Dec.

June 2027						
Su	M	Tu	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

3 1/2 day for Records.
3 Term 4- Sem 2-YearEnd (47 days in T4)(100 days in S2)
3 days in June

January 2027						
Su	M	Tu	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 / 31	25	26	27	28	29	30

1 Winter Break
4 Return to School
28 1/2 Day for PD
20 days in Jan.

	Students	Teachers
	166 Full days	166 Full days
	8 half days (PD)	8 full days
	2 half days (Records)	2 full days
	1 half day (PTC)	1 full day
		3 full PD day
	TOTALS	
	177	180

KEY
First Day of School
Full PD Day- Teachers only
Half Student Day- PD
Half Student Day- RECORDS
Half Student Day- PTC
Last Day of Term
No School

MS/HS			SE	ends							
						Aug	4		Aug	6	
Term 1	40	Term 1		11/24	62 school days	Sept	19		Sept	20	T1 - Aug 26- Oct 23
Term 2	37					Oct	22		Oct	22	T2 - Oct 26-Dec 18
Term 3	53	Term 2		3/19	68 school days	Nov	18		Nov	18	T3 - Jan 4-Mar 19
Term 4	47					Dec	14		Dec	14	T4 - Mar 30- June 3
		Term 3		6/3	47 school days	Jan	20		Jan	20	S1- Aug 25- Dec 18
Sem 1	77					Feb	18		Feb	18	S2- Jan 4 -June 3
Sem 2	100					Mar	17		Mar	17	
		Open house 8/24 from 5:00-6:00 pm				April	22		April	22	
						May	20		May	20	
		MS/HS Orientation 8/17				June	3		June	3	
						total	**177**		**total**	**180**	

WICS 2027-28 Academic Calendar

August 2027

Su	M	Tu	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16 MS/HS Orientation **23 & 24** PD / No students **23** Elem Open House **25** First day for students
5 Student days in Aug.
7 Teacher days in Aug

September 2027

Su	M	Tu	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3-6 Labor Day Wknd. **29** full day DIISD PD 19 days in Sep.

October 2027

Su	M	Tu	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

14 1/2 day for PD **22** Term 1 End (40 days) **28** 1/2 day for PTC
21 day in Oct.

November 2027

Su	M	Tu	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

5 1/2 day for PD **15** No school **24-26** Thanksgiving Break 18 days in Nov.

December 2027

Su	M	Tu	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

6 1/2 day for PD **17** 1/2 day for Records 18 Term 2/Sem 1 End (36 days in T2) (77 days in S1) 20-31 Winter Break 13 days in Dec.

February 2028

Su	M	Tu	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

10 1/2 day for PD.
11 No School
14 No school
19 Days in Feb.

March 2028

Su	M	Tu	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

8 1/2 day for PD
17 End Term 3 (53 days)
27-31 Spring Break
18 days in Mar.

April 2028

Su	M	Tu	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

3 Return to school
14 No School
18 1/2 day for PD
19 days in Apr.

May 2028

Su	M	Tu	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 1/2 for PD
29 Memorial Day
22 days in May

June 2028

Su	M	Tu	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2 1/2 day for Records.
2 Term 4- Sem 2-YearEnd (48 days in T4)(100 days in S2)
2 days in June

January 2028						
Su	M	Tu	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24 / 31	25	26	27	28	29

3 Return to School 27 1/2 Day for PD 21 days in Jan.

	Students	Teachers
	166 Full days	166 Full days
	8 half days (PD)	8 full days
	2 half days (Records)	2 full days
	1 half day (PTC)	1 full day
		3 full PD day
TOTALS	**177**	**180**

KEY
First Day of School
Full PD Day- Teachers only
Half Student Day- PD
Half Student Day- RECORDS
Half Student Day- PTC
Last Day of Term
No School

MS/ HS			SE	ends							
Term 1	40	Term 1		11/24	62 school days	Aug	5	Aug	7		
Term 2	36					Sept	19	Sept	20	T1 - Aug 25- Oct 22	
Term 3	53	Term 2		3/17	68 school days	Oct	21	Oct	21	T2 - Oct 25-Dec 17	
Term 4	48					Nov	18	Nov	18	T3 - Jan 3-Mar 17	
		Term 3		6/2	47 school days	Dec	13	Dec	13	T4 - Mar 20- June 2	
Sem1	76					Jan	21	Jan	21	S1- Aug 25- Dec 17	
Sem2	101					Feb	19	Feb	19	S2- Jan 3 -June 2	
						Mar	18	Mar	18		
		Open house 8/23 from 5:00-6:00 pm				April	19	April	19		
						May	22	May	22		
		MS/HS Orientation 8/16				June	2	June	2		
						total	**177**	**total**	**180**		

ARTICLE 25

DURATION OF AGREEMENT

25.1 This Agreement shall be effective on the ratification date of _____, 2026 and shall continue in full force through June 30, 2028.

25.2 Contract provisions concerning items of mutual concern may by mutual consent of the parties, be reopened for renegotiation at any time during the term of this contract.

25.3 It is the intent of the parties to bind the Association and all local officers and representatives of the Association, all teachers as defined herein, the Board, its officers and representatives, to observe and adhere to the terms of this Agreement.

25.4 If any provision of this Agreement or the application thereof to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be invalid and all other provisions or applications shall continue in full force or effect.

25.6 An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

25.7 Should the District decide to offer Merit Pay, the parties agree to negotiate over any provisions (wages, hours, and conditions of employment) relative to that decision. Under no circumstances shall merit pay offered through the district be in conflict with this Agreement without the expressed written authorization of the Association's duly appointed representative.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed this_____ day of _____, 2026.

WEST IRON COUNTY EDUCATION ASSOCIATION	WEST IRON COUNTY PUBLIC SCHOOLS BOARD OF EDUCATION
_____	_____
President	President
_____	_____
Secretary	Secretary
_____	_____
Negotiator	Superintendent