

***Contractual Agreement***

***Between the***

***WELLS TOWNSHIP SCHOOL DISTRICT #18***

***Board of Education***

***and the***

***Wells Township Teachers***

**Effective September 1, 2021**

**Through June 30, 2024**

Revised 7/21/2021

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## INTRODUCTION

The following terms as listed in the Agreement between the Wells Township School Board of Education and Teachers' Bargaining Unit should be interpreted as follows:

- Administration/administrator refers to Superintendent, Principal, Administrator or designated official.
- Board refers to Board of Education of Wells Township School District.
- Bargaining Unit refers to Michigan Highly Qualified Status certified teachers of the district.

## ARTICLE I – TEACHERS' RIGHTS

A. The teachers shall have the right to use school building facilities for school purposes at all reasonable hours for meetings, provided the Administration is notified of the building's proposed use. Availability of the school building facilities to the teachers is subject to prior commitments.

B. The Board agrees to make available in school adequate keyboarding, computing, and facilities for making copies and transparencies to aid teachers in the production of instructional material.

C. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status.

D. Teachers have a right to file a grievance (Form A) if they feel any part of this contract has not been upheld.

**Step 1:** A grievant shall within five (5) business days of the alleged occurrence orally discuss the alleged problem with the Superintendent or board member. If no resolution is obtained within ten (10) business days of the oral discussion, the Grievant may submit the grievance in writing and proceed within five (5) business days to Step 2.

**Step 2:** A copy of the written grievance shall be filed with the Superintendent or board member. The written grievance will identify the date of receipt by administration. Within the ten (10) business days of the receipt of the grievance the Superintendent shall arrange/schedule a meeting with the Grievant to discuss the grievance. Within ten (10)

business days of the discussion, the Superintendent or board member shall render his/her decision in writing.

If no written decision is rendered within ten (10) business days of the discussion or if the written decision of the Superintendent is unsatisfactory to the Grievant, the Grievant may within five (5) business days make a written request to the Board of Education per Step 3.

**Step 3:** Upon written request, the Board of Education shall allow the teacher an opportunity to be heard at the next regularly scheduled Board of Education meeting or at either of the next two (2) regularly scheduled Board of Education meetings. Within thirty (30) business days from the hearing of the grievance, the Board of Education shall render its decision in writing.

**Step 4:** If the Grievant is not satisfied with the disposition of the grievance in Step 3, the Grievant may, within ten (10) business days after the decision of the Board of Education refer the matter for mediation. Known mediation centers/agencies in the Upper Peninsula may include, but may not be limited to: Marquette-Alger Resolution Service or EUP Community Dispute-Resolution. If there is a cost to mediation: Each party will pay one-half of the costs of any mediation fees, costs, and expenses fifty percent (50%) by the Grievant and fifty percent (50%) by the Board of Education. If a teacher should fail to adhere to the time limits specified, the grievance will not be processed. Should the Board of Education fail to respond within the time limits specified, the grievance shall advance to the next step. A grievance must be filed in the school office during the time period that school is regularly in session including one (1) week after the end of the current school year and one (1) week before the start of the new school year.

## **ARTICLE II – PROFESSIONAL COMPENSATION**

A. The salaries of teachers covered by this agreement are, which is attached to and incorporated in this agreement. Each pay period each teacher shall receive the following information:

- a. Gross Pay
- b. Breakdown of deductions including:
  - i. Federal Income Tax
  - ii. State Income Tax
  - iii. Social Security

iv. Other deductions to be limited to whatever number that can be accommodated by current payroll processing programs.

B. The salary schedules are based upon a normal weekly teaching load according to the accepted school calendar.

C. The following legal holidays shall be observed and school closed:

New Year's Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

D. Teachers will be paid on a basis of (26) twenty-six payments. Pay dates for the new contract 2021-2022 are as follows:

August 27, 2021	February 25, 2022
September 10, 2021	March 11, 2022
September 24, 2021	March 25, 2022
October 08, 2021	April 08, 2022
October 22, 2021	April 22, 2022
November 05, 2021	May 06, 2022
November 19, 2021	May 20, 2022
December 03, 2021	June 03, 2022
December 17, 2021	June 17, 2022
December 31, 2021	July 01, 2022
January 14, 2022	July 15, 2022
January 28, 2022	July 29, 2022
February 11, 2022	August 12, 2022

### **ARTICLE III - PREPARATION TIME**

Teachers will be provided a duty-free twenty-(20) minute lunch period except for teacher on rotating supervision schedule. This teacher accepts the responsibility for total supervision and control over those pupils on recess break and lunch break.

### **ARTICLE IV – INSURANCE PROTECTION**

A. The District declares that through June 30, 2022, it shall comply with PA 152 by limiting its contribution to employee medical benefit plans to a hard cap- \$19,921.45 family, \$7,304.51 single, and \$15,276.01 two person. The Board will pay the hard cap for the bargaining unit member and his/her entire family and any other eligible dependents as defined by The

Board also agrees to provide ADN Administrators dental and vision coverage without cost to the bargaining unit.

B. The Board agrees to pay \$3000.00 to any teacher in lieu of health insurance. The \$3000.00 is the amount agreed upon for the Cafeteria Plan.

**ARTICLE V – EXPENSES AND EXTRACURRICULAR ACTIVITIES**

A. The teachers will not be responsible for any extracurricular activities with the exception of Christmas and Spring Programs. The teachers' attendance at Parent Teacher Organization Meetings shall be optional.

B. Dates for the above extracurricular activities shall be established with teacher input and be published two (2) weeks prior to the activity.

C. Teachers shall receive mileage, according to IRS per diem, to any conference or special meetings approved by the Board or its designee that they are requested to attend.

D. Teachers whom have assumed extracurricular responsibilities (LEGO, after school programs, morning programs) shall be reimbursed at the rate of twenty dollars (\$20) per hour worked.

**ARTICLE VI– LEAVES OF ABSENCE WITH PAY – SECTION I**

A. PERSONAL DAYS /ILLNESS – A maximum of twelve (12) days of personal and/or sick leave per school year is granted. A teacher may accumulate up to one hundred twenty (120) personal/sick leave days with seventy-five percent (75%) reimbursement of actual daily pay at retirement (up to \$7500.00), **OR** fifty percent (50%) reimbursement of actual daily pay if leaving district (up to \$5000.00).

B. FUNERAL LEAVE shall be allowed to a maximum (unless further extended by the Board) of five (5) successive days, in the event of the death of a teacher's immediate family member or the death of the teacher's spouse's immediate family. (Spouse, parents and grandparents, and grandchildren, brothers and sisters, mother-in-law and father-in-

law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted and step members are also included in immediate family.)

## **LEAVES WITHOUT PAY – SECTION II**

A. PREGNANCY – The District shall grant a child care or pregnancy leave of up to twelve weeks (12) in a school year without pay to teachers requesting such leave in writing. The teacher may use all accumulated sick and personal days with full pay for those days until such days run out or terminate. The teacher will be guaranteed the same or similar position when he/she returns from leave.

B. SHORT-TERM LEAVE – There may be occasions during a school year when an employee (teacher) of the District may find it convenient or necessary to request a leave of absence without pay. Such leave would be allowed under the following conditions:

1. Any teacher desiring such leave must notify the Superintendent in writing at least two (2) weeks in advance of the planned leave;
2. A fully qualified substitute teacher must be available and agree to substitute.
3. Any time the leave is under 2 weeks must be approved by Superintendent, over 2 weeks Board approval.
4. A teacher will not be allowed more than two (2) weeks leave without pay in any one (1) school year without approval of the Board of Education.

C. LONG-TERM LEAVE – One (1) teacher shall be granted a maximum of one (1) school year sabbatical leave. The teacher must have at least seven (7) consecutive full-time years of service with the WTSD system. Any teacher going on sabbatical must notify the Board in writing ninety (90) days prior to the opening of school for the school year in which leave is anticipated. Board approval will be contingent upon the availability of a fully qualified substitute and that substitute's commitment to take the position for the entire school year.

**ARTICLE VII – STAFF REDUCTION / RECALL / SENIORITY**

A. In the event it becomes necessary to reduce the number of teachers due to program reduction or elimination or to reduce the number of teachers in a given grade or to layoff teacher(s) because of financial hardship via the District, the Board shall work with the Superintendent on making such reductions.

B. Any layoff pursuant to this Agreement shall automatically terminate the individual’s employment contract. All benefits allowed therein including all benefits under this Master Agreement shall be reinstated in full upon re-employment.

C. The Board shall give no less than thirty (30) days written notice prior to the end of the semester to the teacher being laid off, stating reason for discharge.

D. It is intended that this Article, VIII, takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

**ARTICLE VIII – MANAGEMENT RIGHTS**

A. The Wells Township School District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States including the right to the executive management and administrative control of the school system. The exercise of these powers, rights and authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement. It is understood between the parties that any policy changes, real or contemplated, which shall bear on this Agreement, shall be subject to negotiation.

**ARTICLE IX– DURATION**

A. This Agreement shall be effective as of September 1, 2021, and shall continue in effect for three (3) years until June 30, 2024.



B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

C. Copies of this agreement titled “Contractual Agreement between the Wells Township School District #18 and the Teachers’ Bargaining Unit” shall be printed at the expense of the board within 30 days after the agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within thirty days of the commencement of this contract or upon employment.

**Bargaining Unit and Board Signatures**

_____	Board President	_____	Teacher
_____	Vice-President	_____	Teacher
_____	Treasurer	_____	Teacher
_____	Secretary	_____	Teacher
_____	Trustee		

**WELLS TOWNSHIP GRIEVANCE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE(S) OF VIOLATION OR GRIEVANCE: \_\_\_\_\_

SECTION(S) OF CONTRACT VIOLATED: \_\_\_\_\_

FACTS: \_\_\_\_\_

RESOLVED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Signature of Superintendent

