

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**WHITMORE LAKE PUBLIC**

**SCHOOL DISTRICT**

**AND**

**THE EDUCATION ASSOCIATION OF**

**WHITMORE LAKE - M.E.A. - N.E.A.**

**July 1, 2002 Through June 30, 2005 (REVISED)**



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## ARTICLE 1

### RECOGNITION

- A. **THIS AGREEMENT** is entered into in accordance with Michigan Act 336 of the Public Acts of 1947, as amended, by and between the Board of Education of the Whitmore Lake Public Schools, hereinafter referred to as the Board and the Whitmore Lake Education Association, Washtenaw County Education Association, MEA/NEA, hereinafter referred to as the Association.
- B. Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract or on leave except those employed in federally funded programs such as Chapter I, Headstart and financially self supporting programs in which a fee is charged such as tuition preschool. Such representation shall exclude Superintendent, assistant superintendent, Director of School and Community Relations, principals, assistant principals, Business Manager, and any other person engaged over fifty percent of the time in the direct administration and supervision of professional personnel.
- C. Definitions:

#### TEACHER

The term "Teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

#### SUPERVISORY PERSONNEL:

A person so designated by the Board of Education who by the terms of the job description has authority to direct the activities of teachers, or to make recommendations for the employment and dismissal of personnel.

#### BOARD

The governing body of the Whitmore Lake Public Schools, Washtenaw and Livingston Counties, State of Michigan.

#### ASSOCIATION:

The Washtenaw County Education Association is the bargaining agent representing the certified and professional personnel (exclusive of supervisory personnel) of the Whitmore Lake Public Schools, as well as other school districts located in Washtenaw County.

LOCAL UNIT

The Whitmore Lake Unit of the Washtenaw County Education Association.

PROFESSIONAL CHANNELS:

The administrative channels of the school system.

PROFESSIONAL NEGOTIATIONS:

This term as used herein shall be synonymous with collective bargaining.

NOTICE:

Whenever in this Agreement notice is required it shall be sufficient to present to the other party a written statement addressed to such party stating the matter for which notice is given, the pertinent section of the Agreement under which notice is given and any certification if required. Such notice shall be signed by the President of the Local Unit or the President of the Board of Education as appropriate.

## ARTICLE 2

### ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; the Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The teachers shall have the right to use the school building facilities in accordance with school policies at reasonable hours for private Association meetings, provided such use shall not interrupt the educational process or other previously authorized use of the building facilities.
- D. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Local Unit shall have the right to use and operate school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Local Unit shall pay for the reasonable cost of all materials and supplies incidental to such use. These are to be used by authorized members qualified in the use of the machines, provided such use shall not interrupt the educational process or other previously authorized use of the facilities and equipment.
- F. Bulletin boards shall be provided in the teacher lounges for the dissemination of Association news and business activities, but such bulletin board shall not be used to disparage any person or group or contain intemperate or false accusations. Other use of the communication facilities of the school system shall be made available to the Association as long as it does not interfere with normal school use.
- G. The Board agrees to make available to the Local Unit information concerning the financial resources of the district, proposed budgetary requirements and allocations, and such other information as is part of

the public records of the school district provided, that the school district shall not be required to undertake any expense to collate or research any data which it would not prepare for its own use.

- H. A representative committee of the Local Unit will be given the opportunity to advise the Board on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are under consideration.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher provided that a teacher shall refrain from exploiting the institutional privileges of his/her professional position to promote political candidates or partisan activities.
- J. The private and personal life of any teacher shall remain inviolate. However, where any teacher engages in activity that adversely affects the public image of the professional teacher or adversely affects his/her effectiveness as a teacher, the Board may take such action as is appropriate if the Association takes no action with regard to such conduct.
- K. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Local Unit so long as those matters are made known to the Superintendent's office three (3) full business days prior to said regular meeting.
- L. No teacher shall be required to drive a school bus as part of his/her regular assignment.
- M. A teacher shall have the right to review the contents of his/her personal file subject to Bullard-Plawecki Employee Right to Know, Act 397 of the Public Acts of 1978. However, communications received by the school as a pre-employment recommendations or evaluations and designated as confidential by the issuing person or agency need not be disclosed to the teacher. A teacher shall be advised of any material of a critical or unfavorable nature at the time such material is placed in his/her personnel file.
- N. All complaints directed against a teacher shall be promptly called to the teacher's attention. The complaining party shall be identified by the administrative supervisor in order that the teacher might clear him/her of the charges against him/her.
- O. No teacher shall be required to submit to a polygraph test. This shall not prevent a teacher from voluntarily requesting such a test.
- P. All monitoring or observation of the work performance of a teacher shall be done with the full knowledge of the teacher.
- Q. The secretary of the Local Unit shall be notified in writing as soon as possible after the hiring of a new teacher's name, address, phone number and position.

- R. The Local Unit will notify the Superintendent's office of the names of the officers of the Local Unit as soon after the annual election as possible, or whenever a change in officer is made.
- S. Recommendations by administrative supervisors shall be limited to direct observations of that teacher's performance and shall not be based on hearsay evidence or rumor.
- T. No teacher shall be disciplined or deprived of compensation without just cause.



## ARTICLE 3

### BOARD RIGHTS

The Board, on its own behalf and on behalf of the educators of the district hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested on it by the laws and the Constitution of the State of Michigan, and the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgement and discretion in connection therewith shall be limited only to the terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

Unless limited by the expressed terms and conditions of this Agreement, the rights reserved to the Board include by way of illustration but not limitation the following:

- (1) Starting and ending times, the right to direct the working force, including the right to hire, evaluate, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
- (2) Adopt reasonable rules and regulations
- (3) Determine the qualifications of employees

## ARTICLE 4

### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs upon the request of the teacher.
- B. Agency Shop: Teachers shall as a condition of employment pay membership dues to the Association or alternatively a representation service fee. The amount of the service fee shall be determined by the Association in accordance with its procedures.
  - 1. The payroll deduction of dues and service fees shall be considered required under the terms of this agreement. The Board will accordingly payroll deduct pursuant to the authority set forth in M.C.L.A. 408.477.
  - 2. A teacher employed the second semester will pay one-half of the dues as prescribed by the Local Unit Association, MEA, NEA.
  - 3. A teacher employed after March 1 will not be affected by the Agency Shop clause for the remainder of the school year.
  - 4. All sums deducted by the Board will be remitted as prescribed by the Master Agreement with respect to membership dues.
- C. Indemnity Agreement: In consideration of the Board agreeing to an agency shop clause in the Master Contract, the Association at all times shall indemnify and keep indemnified the Board and the members thereof individually and collectively and hold and save them harmless from and against any and all actions or causes of action (whether instituted in a court of law or equity of an Administrative Agency), claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including counsel or attorney's fees which the Board and the members thereof individually and collectively shall or may at any time sustain or incur by reason or in consequence of any action the Board may take in good faith in complying with said agency shop clause or which the Board and the members thereof individually and collectively may sustain or incur in connection with any challenge, investigation, litigation or other expenditures incident to said agency shop clause, including any suit instituted to enforce the obligations of this agreement of indemnity. The Association and its members as said Association may from time-to-time be constituted, will pay all sums of money, with interest, which the Board and its members individually and collectively shall pay, or cause to be paid, or become liable to pay, on account of in connection with such agency shop clauses or actions of the Board in complying with its terms. The Association and members of said Association as may from time-to-time be constituted will make such payments to or on behalf of the Board and its members individually and collectively shall be entitled to charge for any and all disbursements in and about matters herein contemplated made by them in good faith, under the belief that they are or were liable for the

amounts so disbursed, or that it was necessary or expedient to make such disbursements whether or not such liability, necessity or expediency existed.

In complying with this agreement of indemnity the Association shall have the right to assume the legal defense of any suit or action brought against the Board and its members individually and collectively; the right to decide whether or not to defend any such actions or whether to appeal the decision of any court or tribunal; the right to choose the legal counsel to defend any such suit or action and the right to compromise or settle any claim made against the Board and its members individually and collectively; provided that at all times the Board and its members individually and collectively shall be held absolutely harmless of any loss or liability whatsoever.

## ARTICLE 5

### TEACHING HOURS AND CLASS LOAD

- A. Teachers' hours shall be no more than seven (7) hours per day. School days and teachers' hours may be increased to meet State of Michigan requirements.
- B. It shall be considered a part of the duties for which a teacher is compensated to make him/herself reasonably available for teacher-parent conferences and teacher-student conferences when such conferences are deemed professionally advisable to fulfill his/her responsibilities as a teacher.
- C. Teachers may be required to attend one staff meeting per week. But no teacher shall be required to attend any staff meeting longer than sixty (60) minutes past the end of the school day, with one thirty (30) minute extension.
- D. Teachers shall not be required to report more than two working days prior to the first attendance day of the school year or to remain more than two working days after the last attendance day; provided, that any teacher who has not completed the required end-of-year work shall remain such additional time as necessary to complete such work.
- E. The normal weekly teacher load in grades 9-12 will be no more than thirty (30) teaching periods and five (5) planning periods. The normal weekly teaching load in the elementary and middle grades will not be more than thirty (30) teaching hours and five (5) planning periods. A planning period will consist of a single block of time equivalent in length to one teaching period but in no event less than forty (40) minutes. Variations in the above may be permitted to meet the requirements of the educational process so long as the teaching load remains relatively unchanged. In the event a teacher is employed for less than thirty (30) teaching periods or hours said teacher shall be allotted planning time prorated on a scale equivalent to that of a normal weekly teaching load.
- F. Whenever grievance hearings or negotiation meetings are held during regular school hours, any teacher who is required to attend such hearing or meeting as a grievant, witness or Local Unit representative, shall be paid his/her regular salary for such period. Otherwise the Local Unit shall bear the cost of its personnel while on Association business. Nothing herein contained, shall indicate that such hearings or meetings are required to be held during regular school days.
- G. Whenever any teacher is unable to report for any reason, the teacher shall give the school district the maximum advance notice the circumstances dictate.
- H. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- I. A teacher employed as a substitute teacher with an assignment to one specific teaching position after sixty (60) consecutive days of service, shall be granted sick time on a pro-rated basis granted to regular teacher by the district, including a salary not less than the minimum salary on the current schedule for the district.

A teacher employed as a substitute teacher for 150 days or more during a school year, shall be given first opportunity to accept or reject a contract for which the person is certified for the following school year after all other teachers from the district are re-employed in conformance with the terms of this agreement.

## ARTICLE 6

### TEACHING CONDITIONS

- A. The parties recognize that the optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. The Board and the Association desire to arrange the teaching load of the teacher so that the teacher may operate with optimum effectiveness as a teacher. Whenever the teacher-pupil ratio departs in any marked degree from the standards established by the Board and reviewed not less than annually, the Local Unit and the Board shall hold such conferences as may be necessary to effect a satisfactory solution. If a satisfactory solution is not reached within thirty (30) days, the Association may reopen negotiations as to this matter only, by appropriate notice to the Board; provided the Association certifies to the Board that a majority of the personnel covered by this Agreement desire such action.
- C. Assignment Of Special Education Students: The parties recognize that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services is prescribed by law and the regulations of the Department of Education which includes the involvement of an Individual Education Planning Committee (IEPC). It is recognized that a special education student's participation in regular education programs cannot be adversely affected by this agreement.

Assignment of students to their classes is best accomplished by the building principal. Each assignment is guided by those considerations regarded to be most beneficial to the student's academic pursuits. In the case of eligible special education students, the prime consideration shall be the student's Individual Educational Plan (IEP).

At grades K-6, the principal, after consultation with appropriate special education teacher(s) shall assign eligible special education pupils to their classes on an equal distribution basis prior to the beginning of the school year. If the teachers at a given K-6 grade level reach consensus that a different plan might achieve a more equitable distribution, than a proposal reflecting that a plan may be submitted to the principal within seven (7) working days after the beginning of the school year for resolution by the principal within eight (8) working days.

At grades 7-12, it is recognized that the ability to assign special education students is limited by the available sections of appropriate classes selected as part of the IEP. However, the teachers in a given subject area may if they are able to reach consensus as to what they believe might be a better assignment plan for a special education student, submit a revised scheduling plan to the principal within seven (7) working days after the beginning of each semester, for resolution by the principal within eight (8) working days. If it is necessary to reconvene the IEPC in order to make needed changes in the IEP to resolve the teacher proposed plan, a meeting of the IEPC shall be convened by the principal.

Final resolution of the teacher proposed plan shall be achieved by no later than fifteen (15) working days after the beginning of each semester.

Teachers who are directed to attend IEPC meetings, training programs or other activities related to the delivery of special education service which are scheduled during work hours, will be released from teaching responsibilities.

The special education team is responsible for designing and supplying academic plans and materials for inclusion students when the needs of the student require special assistance beyond the scope of normal classroom teacher preparation.

- D. The Local Unit may at any time present to the Board (through professional channels) proposals for improving the educational environment of the school system. Such a proposal or proposals may be simply a statement identifying a problem and requesting a conference; or it may be a specific proposal to improve the educational curriculum or educational facilities. The proposal as finalized through Local Unit administration conferences shall be presented in writing to the Board. The Board, if requested by the Local Unit, shall set aside adequate time at a Board meeting or other appropriate time to discuss the proposal with the Local Unit. The Board shall reply to the proposal, in writing, stating its action thereon and the reason therefore.
- E. The Board agrees to make available to each school adequate typing, duplicating, stencil and mimeograph facilities.
- F. Teachers shall have faculty lounges and restroom facilities reserved for faculty use.
- G. Telephone facilities shall be made available in the teacher; lounges for teachers; reasonable use. Personal long distance calls made by staff members without administration approval will be billed to the person making the call at three times the billed cost.
- H. Adequate off-street paved parking facilities shall be provided and properly maintained and identified for teacher use. Teachers shall park their vehicles in the spaces assigned to visitors and faculty, unless other arrangements are made with the administration.
- I. In the event of severe inclement weather or when otherwise prevented by an Act of God, or when the building is closed for operational reasons, nothing in this agreement shall require the Board to keep schools open. When schools are closed to students due to the above conditions teachers shall not be required to report for duty.

In the event the Board is required to reschedule the day in order to receive full state funding for the year, the day will be rescheduled with no additional salary being paid to teachers.

## ARTICLE 7

### LEAVES OF ABSENCE

#### A. PAID LEAVES

##### 1. ILLNESS OR DISABILITY

- (a) At the beginning of each school year, each teacher shall be credited with eight (8) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher and family care. The unused portion of such allowance shall accumulate from year-to-year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave credit for each teacher. Part-time employees shall be credited sick days as follows:

0-1/2 time	4 days
More than 1/2 time	8 days

- (b) Teachers hired after the beginning of the school year shall be given prorated sick leave and personal leave allowance. If a teacher leaves the district before the end of the school year, his/her sick leave and personal business leave allowance shall be prorated based on the number of days worked. The pro-ration will be based on a fraction here the numerator is the number of days the employee will or did work and the denominator is the number of days the employee would have worked if employed for the full scheduled school year.
- (c) Leaves of absence deductible from sick leave credits shall be as follows:
- (1) Personal illness of the teacher and/or for a critical illness in the household of the teacher.
  - (2) Pregnancy of the teacher.
- (d) Any teacher who is on leave because of an injury or disease compensable under the Michigan Workers' Compensation law shall receive his/her regular salary less the compensation paid to him/her under the Workers' Compensation law for the period covered under the Workers' Compensation law up to a maximum of eighteen (18) months. Any required leave beyond such period shall be without pay. No deductions from leave accumulations shall be made for any payments under this paragraph.

##### 2. BEREAVEMENT

- (a) Leaves of absence without loss of pay or leave credits with the approval of the Superintendent shall be granted as follows:



- (1) A maximum of two (2) working days with up to a three (3) day extension for attendance at the funeral of a member of the family or other person.
- (2) A maximum of five (5) working days with up to a five (5) day extension for a death in the immediate family.

### 3. PERSONAL LEAVE

At the beginning of every school year each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify this/her principal at least two days in advance. In cases of emergency, notification must be given prior to 8:00 a.m. of the day of absence. The teacher may not use a personal leave day two (2) days immediately before or after a holiday or vacation period, or during the first or last week of school except in case of a certified emergency. In cases of emergency a statement of purpose may be requested by the Superintendent. At the end of the school year, any unused personal business days shall become part of the accumulated sick leave. Part-time teacher shall be credited with personal business days as follows.

0-1/2 time	2 days
More than 1/2 time	4 days

### 4. JURY DUTY

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation, provided, however, such testimony is not in regards to any judicial or administrative tribunal initiated by the employee and/or in any judicial or administrative tribunal where the District is being sued by the employee and/or Association.

### 5. ASSOCIATION LEAVE

At the beginning of every school year, the Local Unit shall be credited with six (6) days to be used by teachers who are officers or agents of the Local Unit such use to be at the discretion of the Local Unit. The Local Unit agrees to notify the Board no less than forty-eight (48) hours before the date for intended use of said leave. Remuneration shall consist of making provision for a substitute and the payment of regular salary to the teacher or teachers using the leave days.

### 6. COMMUNICABLE DISEASES

A bargaining unit member absent from work because of mumps, scarlet fever, measles, German measles, scabies, pink eye or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

## B. UNPAID LEAVES

### 1. ILLNESS/DISABILITY

A teacher who is unable to teach because of personal illness, disability or pregnancy and who is exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current school year, and the leave may be renewed for one (1) year upon written request by the teacher. Such request must be made by June 30. The teacher, upon returning to the school system, will be placed on the next succeeding step on the salary schedule.

### 2. SABBATICAL LEAVE

Teachers who have been employed in the Whitmore Lake School system for six (6) or more years may apply for a sabbatical leave without pay. The employer agrees to provide the health insurance benefits provided for by this agreement for the duration of the sabbatical leave. A teacher may apply for a part-time employment position if available. A teacher on full or part-time sabbatical leave shall receive full reimbursement for college or university classes as outlined in Article 9 of Professional Improvement. A maximum of two (2) teachers may be on sabbatical leave at any one (1) time. When the person plans to return to resign, he/she must notify the central office at least sixty (60) days prior to the semester of return or resignation.

### 3. ASSOCIATION LEAVE

The Board shall grant a full time leave of absence to any teacher elected to a position in the WLEA or MEA for the length of time required to meet the duties of that elected position. During this leave of absence, the teacher will accrue seniority. Said teacher, upon returning to the Whitmore Lake School District, shall be placed on the salary schedule as if he /she had been teaching in the district during the time he/she served in the WLEA or MEA elected position. The Board shall allow said teacher to continue all fringe benefits provided for in this agreement, with the understanding that the Board is not responsible for paying the premium during the time said teacher serves in said elected position.

### 4. OTHER LEAVES

Leaves of absence without pay shall be granted for the following purposes under the policies of the Board and provisions of this Agreement.

- a. Association activities
- b. Professional study
- c. Service in the Peace Corps
- d. Military duty in the armed forces of the U.S.A.
- e. Campaign for, or service in public office

## 5. CHILD CARE

A leave of absence without pay for up to one year following the birth or adoption of the teacher's child, may be granted upon application to the Board with the following conditions.

- a. The leave is without pay or increment
- b. When the person plans to return or resign, he/she must notify the central office at least sixty (60) days prior to his/her return or resignation.
- c. A person's return to work will coincide with the beginning of a marking period or semester. However, in the event of unique circumstances as determined by the superintendent and the Association leadership, a person may return to work at a different time.

## 6. SENIORITY

Employees will accrue seniority for all leave requests approved by the Board.

## 7. FAMILY MEDICAL LEAVE ACT

The Board shall comply with the 1993 Family and Medical Leave Act.

Eligible employees with at least one full year of service and at least 1,250 hours of work in the last 12 months are entitled to unpaid leave of up to twelve weeks, beginning September 1 and ending August 31 of the next year, in any one year period for the birth/adoption of a child or for serious personal or family health reasons.

Leaves may be continuous or intermittent with the Agreement of the employee and the Superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.

Within 15 calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason is for the serious health condition of a teachers spouse, parent, or child or the employee's own serious health conditions, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the district, they may together take only 12-weeks for family and medical leaves when the reason for the leave is the birth and first-year care of a child or the adoption or foster placement of a child, or to care for a sick parent. Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the teacher does not return as scheduled, termination from the position may result.

The Superintendent reserves the rights to require proper documentation of all leave under the Act and this policy.

#### C. UNAUTHORIZED LEAVES

Any teacher who, during any school term, takes any unauthorized leave of absence or departs the school system or resigns without first securing the approval of the Board shall have deducted from any monies owed him/her the cost of securing a substitute teacher for up to twenty (20) school days. This provision shall not be construed to prohibit the issuance of other discipline to a teacher taking an unauthorized leave of absence subject to the provisions set forth in Article 2 (T). A teacher may leave the system at the close of any school term without incurring any such liability.

#### D. UNUSED SICK LEAVE PAY

Upon leaving the district, any teacher with three or more years of service in the Whitmore Lake School System will receive twenty dollars (\$20.00) payment for each unused sick day accumulated. This amount shall be paid to the teacher's designated beneficiary if the teacher dies while in the employ of the Board. If the reason for leaving the district is the retirement or death of the teacher the payment shall be thirty dollars (\$30.00) per day for each day of unused accumulated sick leave up to and inclusive of seventy-five (75) days and an additional ten dollars (\$10.00) for each sick day accumulated above seventy-five (75) days.

## ARTICLE 8

### PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The district shall be entitled to the full-time professional service of each teacher and no teacher shall engage in outside employment that will impair the effectiveness of his/her professional service or permit any commercial exploitation of his/her professional position.
- C. Whenever the Board modifies a present school policy, rule or regulation or adds a new policy, rule or regulation that affects certificated personnel covered under this Agreement, a draft of the proposed policy shall be submitted to the Local Unit for its consideration and comment. Any such comment shall be submitted to the Board within ten (10) days after the draft is received. If the policy as finally enacted does not meet with the approval of the Local Unit, the Association may reopen professional negotiations as to this matter only by appropriate notice to the Board, provided the Association certifies to the Board that a majority of the personnel covered under this Agreement desire such action.

## ARTICLE 9

### PROFESSIONAL IMPROVEMENT

- A. The Board shall reimburse teachers in the employment of the Whitmore Lake Schools for tuition costs as follows:
1. The college or university level courses must be taken either as part of a program for which an advanced degree is sought or in fulfillment of the requirements of this article, and must include four credit hours that are directly applicable to the teacher's present or projected teaching assignment. Transfer from the Baccalaureate level to the Master's level, or the current highest degree, will be held up pending completion of the above requirements. If the teacher already has an advanced degree, reimbursement will be made only for courses directly applicable to the teacher's present or projected teaching assignments. Teachers who are employed with advanced degrees must fulfill the requirements of this article before being placed on the advanced degree schedule.
  2. The hours of credit received must be beyond the minimum required for certification under appropriate Michigan law.
  3. The teacher desiring tuition reimbursement shall notify the office of the Superintendent in writing. The following schedule shall apply:

	Application from teacher	Approval notification from Superintendent
Fall Semester	August 1	August 15
Winter Semester	December 1	December 15
Spring Semester	April 1	April 15
Summer Semester	May 1	May 15
  4. The request for reimbursement will be made on forms supplied by the School District. The teacher must provide appropriate authentication that the cost has been incurred, the course complete and the credit given before reimbursement will be made.
  5. As a condition of receiving such reimbursement, the teacher must teach in the Whitmore Lake Public Schools for one school year after completion of the course for which reimbursement is sought.
  6. Reimbursement will be made at the anniversary date of completion.
  7. The teachers shall be advanced to the Masters Schedule the semester immediately following the semester in which he/she earns a Masters Degree.

8. The Board's obligation to the tuition reimbursement program shall be according to the following schedule:

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Fall Semester	\$3,000	\$2,000	\$2,000
Winter Semester	\$3,000	\$2,000	\$2,000
Spring Semester	\$3,000	\$2,000	\$2,000
Summer Semester	\$1,000	\$1,000	\$1,000

Any money not used, in the fall, winter, or spring semesters, shall be applied to the following semester. This includes any money that was applied from the previous semesters. Money not used in the preceding year may be carried forward for one year and applied to the total amount available not to exceed \$14,000.

In the event, that more funds are requested for any semester than are available from this reimbursement program, the funds from that semester shall be equally distributed among the applicants. However, no applicant will receive more money than the cost of his/her reimbursement request.

- B. The Board agrees to provide the necessary funds for teachers who desire to attend selected professional conferences with prior approval of the Superintendent. Travel meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will upon request, submit a written report regarding such conferences.



## ARTICLE 10

### PROBATION AND SENIORITY

A. New employees hired into the bargaining unit shall be considered as probationary employees as prescribed by the Tenure Act.

#### B. SENIORITY

1. The term seniority as hereinafter used shall be the length of continuous service with the Board. Seniority shall commence upon the employee's first day of work.
2. Effective August 15, 1986, non-unit employees of the Board shall cease to accrue seniority in the teacher bargaining unit. Accrued seniority shall be credited at the level the non-unit employee accrued prior to August 16, 1986.
3. Part-time teachers shall accrue full-time seniority.

#### C. SENIORITY PREFERENCES

In all cases of seniority preferences involving two or more teachers whose seniority commenced on the same day and whose qualifications are equal, the employees will be ranked for seniority preferences in the numeric order of the last four digits of the social security number, largest number considered the most senior.

## ARTICLE 11

### ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- B. The Board reserves the right to make such transfers and changes in grade and class assignment as are necessary to meet load conditions, instructional requirements and the efficient operation of the school system. However, the district shall make every effort to effect such adjustments by honoring requests for transfer and mutually satisfactory reassignments. When such reassignments are known, the teachers involved will be advised prior to June 1st.

Transfer: A transfer shall be defined as a change in a bargaining unit member's building, grade or subject assignment.

Involuntary

Transfers: In the event of a need to implement an involuntary transfer, the following procedure shall be followed:

- a. The administration shall first seek volunteers from among the bargaining unit.
- b. If no volunteers are identified, then the least senior bargaining unit member having the certification and qualifications shall be transferred.

For the purpose of this Article, "Qualified" shall mean:

Grade Pre/K-4

- 1. K-8 certification or certificate endorsement and
- 2. Successful teaching experience at the grades K-8 level
- 3. ZA endorsement
- 4. North Central Accredited
- 5. Meets provisions of the No Child Left Behind Act of 2001

Elementary Special Subjects

- 1. K-8 certification or certificate endorsement, Endorsement in the specific areas, or
- 2. K-8 certification or certificate endorsement and a Major, minor or the equivalent hours in the specific area, and successful teaching experience in the area
- 3. North Central Accredited
- 4. Meets provisions of the No Child Left Behind Act of 2001

Grades 5-8	<ol style="list-style-type: none"> <li>1. K-8, 6-12, 7-12, or K-9 certification or certificate Endorsement and a major, minor, or the equivalent hours in the teaching area, or</li> <li>2. Certification as above and one (1) year of successful teaching experience during the past five (5) years</li> <li>3. North Central Accredited</li> <li>4. Meets provisions of the No Child Left Behind Act of 2001</li> </ol>
Grade 9-12	<ol style="list-style-type: none"> <li>1. 9-12 certification or certificate endorsement and a major, minor or the equivalent hours in the teaching area, or</li> <li>2. Certification as above and one (1) year of successful teaching experience during the past five (5) years in the discipline.</li> <li>3. North Central Accredited.</li> <li>4. Meets provisions of the No Child Left Behind Act of 2001</li> </ol>

A bargaining unit member assigned to a part-time position who desires a full-time position shall make their intentions known by initiating a written request no later than April 1 of each year of the contract with the Superintendent's office. If a vacancy arises for which the part-time person is certified and qualified, the administration agrees to give that person first consideration for any full-time position.

- C. A vacancy is defined as any bargaining unit position, or newly created position that is unfilled that the administration intends to fill.
1. Whenever any vacancy, including athletics, plays, etc., in a professional position arises by virtue of a newly created position, discharge for cause, death, leave of resignation during the school year, notice of such vacancy is to be posted in all teachers' lounges for at least five (5) working days. During the summer months the Association shall be notified by mail at least five (5) days prior to filling the vacancy. Teachers who receive paychecks during the summer months shall be notified of such vacancies with the mailing of the next paycheck. All posting of vacancies shall include a closing date.
  2. The Principals shall include in their first faculty meeting the request that teachers who are interested in changes of positions shall notify their principal so a list of requests will be developed.

3. The teachers are to assume a responsibility to make known to their principals any desired changes in classroom and extra-curricular duties.
  4. Nothing in this agreement requires the Board to post any notice of a vacancy when there is a certified and qualified teacher on layoff who is to be recalled to said vacancy.
- D. Any teacher employed in a capacity other than a classroom teacher shall not be deemed to be granted continuing tenure in such capacity but shall have continuing tenure as a classroom teacher only.
- E. The Board at its own expense may require a yearly medical examination as a condition of employment. The Board, at its own expense, may require a medical examination of a teacher whenever, in the opinion of the Board, such examination is warranted.

## ARTICLE 12

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Teachers involved in voluntary extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.
- C. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance to commensurate with the current IRS allowance.

## ARTICLE 13

### INSURANCE BENEFITS

#### A. Group Life Insurance:

The Board shall pay for group term life insurance for all teachers as follows:

1. All teachers in the employment of the district on September 1st and February 1st of each year shall be covered.
2. The benefits under the policy shall be calculated on an annual basis.
3. The district shall provide premiums for each teacher for \$20,000 life insurance (see next page (G) Part-Time Teacher).
4. Any dividend earned under the policy due to good loss record shall be used to increase the benefits payable to each teacher the next year.
5. Teachers covered under the basic group life plan may elect at their own expense to purchase additional life insurance under the plan, subject to any terms and conditions imposed by the insurance company.

#### B. Dependent Life Coverage: Dependent life insurance in an amount not exceeding one-half of the teachers' group term life insurance benefit will be available at the teacher's expense on an optional basis.

#### C. Health Coverage:

1. The Board shall provide without cost to the teacher Blue Cross Community Blue PPO Plan 1 or M-Care. Prescription Drug coverage will provided with a \$5/10 co-pay. Teachers who are hired after December 1, 2003 shall be limited to the lowest cost health care option during the term of their probationary period. Upon successful completion of the probationary period teachers may chose between the two options.
2. Eligibility: All teachers who are on contract.
3. Application: Each teacher desiring such coverage shall prepare and sign an application on forms provided by the district (and as necessary the insurance carrier).
4. Teachers not electing health insurance shall be eligible to receive an additional \$500.00 in cash.

In the event fifteen (15) or more eligible teachers elect not to enroll in health insurance for the entire fiscal year, the \$500 contribution shall be increased to \$1,750.

This contribution will be paid no later than the second pay day in October.

D. Dental Program

The Board shall provide the equivalent of MESSA Dental Care program for all teachers and their dependents, (Plan A with orthodontic rider 005, including internal and external coordination of benefits).

- E. All teachers shall be provided with long-term disability insurance coverage to afford the employee protection in the event of protracted illness or disability. The employee shall be insured for 66 2/3% salary to a maximum of \$3,000 per month with a sixty (60) day waiting period.

F. Extension of Coverage:

The Board shall make payment of health insurance premiums and provide for dental coverage for all teachers who complete their contractual obligation unless prevented by a medical disability not covered by Workers' Compensation, to assure insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30, even though the teacher may not be returning the next school year.

- G. Part-time teachers shall be eligible for all fringe benefits as outlined in the Agreement, prorated according to the following schedule:

0-1/2 time	1/2 benefits
more than 1/2 time	full benefits

- H. Dependents: Such coverages as are available under the Master Policy shall be extended dependents of eligible teachers until age 19, subject to the rule of the underwriter except as provided in the following paragraph.

Subject to the rules of the insurance underwriters, children who are full-time college students of teacher hired prior to July 1, 1992 will be eligible to enroll in the F. Rider until age 25. Full-time continuous enrollment shall not be interpreted to require summer enrollment. Proof of full-time enrollment will be provided upon request.

## ARTICLE 14

### REDUCTION OF PERSONNEL

#### A. REDUCTION OF PERSONNEL-LAYOFF

1. The parties hereto realizing that education, curriculum, and staff to a large degree depend upon the finances available to the Board as provided by the State of Michigan, reduction in student enrollment, curriculum changes and teachers returning from leaves of absence, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum, and staff, hereby agree as follows:
2. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when necessary. Prior to a layoff, the Board shall prepare a seniority list and transmit a copy of the same to the Local Unit.
3. In order to promote an orderly reduction in personnel when the education program and curriculum is curtailed, the following procedure will be used:
  - a. Probationary employees regardless of seniority, will be laid off first where any tenure teachers has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - b. Layoff of teachers will be promulgated by first retaining those teachers possessing current teacher certificates with the longest period of continuous service in the district who are qualified and certified to teach in those areas of discipline to be preserved. It is expressly understood that the Local Unit shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Local Unit shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
  - c. The Board and the Association agree that the layoff list referred to in this Article, Paragraph 3.b., shall be mailed to the Local Unit President at least three (3) working days before contemplated Board actions.

#### B. RECALL

1. The recall list shall be maintained by the Board. Teachers shall be recalled in order of seniority for positions opening for which they are certified and qualified.
2. A teacher shall remain on the recall list for three (3) years. Notice of recall shall be sent to the employee's last known address by certified mail, receipt requested. The teacher shall be responsible for advising the central office of changes in address while on layoff. Any recall notice sent by certified mail and returned to the district will result in a loss of recall rights.



The recalled teacher shall have ten (10) working days to respond to the recall notice.

Failure to respond to the notice of recall shall result in the removal of the employees from this list.

#### C. NOTICE OF LAYOFF

Notice of layoff, due to reasons cited under Section A of this Article, shall be given in writing to teachers no later than ten (10) working days prior to date of termination.

#### D. For purpose of this Article, “Qualified” shall mean:

##### Grade Pre/K-4

1. K-8 certification or certificate endorsement and
2. Successful teaching experience at the grades K-8 level
3. ZA endorsement
4. North Central Accredited
5. Meets provisions of the No Child Left Behind Act of 2001

##### Elementary Special Subjects

1. K-8 certification or certificate endorsement, endorsement in the specific areas, or
2. K-8 certification or certificate endorsement and a major, minor or the equivalent hours in the specific area, and successful teaching experience in the area
3. North Central Accredited
4. Meets provisions of the No Child Left Behind Act of 2001

##### Grades 5-8

1. K-8, 6-12, 7-12, or K-9 certification or certificate endorsement and a major, minor, or the equivalent hours in the teaching area, or
2. Certification as above and one (1) year of successful teaching experience during the past five (5) years
3. North Central Accredited
4. Meets provisions of the No Child Left Behind Act of 2001

##### Grade 9-12

1. 9-12 certification or certificate endorsement and a major, minor or the equivalent hours in the teaching area, or
2. Certification as above and one (1) year of successful teaching experience during the past five (5) years in the discipline.
3. North Central Accredited.
4. Meets provisions of the No Child Left Behind Act of 2001

Teachers shall not be assigned through staff reduction and recall, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

## ARTICLE 15

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. When any teacher is assaulted by a student while in the performance of his/her professional duties and operating within the policies, rule and regulations of the Board, the Board shall, upon request, provide legal counsel to advise the teacher of his/her rights and to defend the teacher in any action before law enforcement and judicial authorities.
- B. Whenever any teacher is complained against or sued in any action arising from properly carrying out or proper enforcement of school policies, rule and regulations, the Board shall provide legal counsel to defend such teacher.
- C. Teachers shall exercise a standard of care appropriate to the situation to protect the safety of students and property. However, when acting within school policy, rules and regulations, a teacher shall be held harmless from liability for damage or loss to person or property.
- D. Time lost by a teacher in connection with any incident in this Article shall not be charged against the teacher.
- E. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. The teacher shall be informed of who filed the complaint. If any question of breach of professional ethics is involved, the Local Unit shall be notified.

## ARTICLE 16

### GRIEVANCES

A. The grievance procedure is as follows:

1. A claim by a teacher or the Local Unit that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board which conflicts with this Agreement may be processed as a grievance as hereinafter provided.
2. It is expressly understood that the grievance procedure shall not apply to:
  - (a) Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy, discharge, and/or demotion.
  - (b) Discipline and non-renewal of probationary teachers.
  - (c) Evaluations
3. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Principal (level one). The teacher may be accompanied by a Local Unit representative.
4. The grievance must be filed within fifteen (15) work days of the alleged violation, misinterpretation, or misapplication of the contract.
5. If, as a result of the level one informal discussion, the teacher determines a grievance still exists he/she may invoke the formal grievance procedure through the Local Unit Grievance Committee on the grievance form. This form is to be filed with the building principal within ten (10) work days of the conference.
6. Grievances involving more than one principal's area of responsibility may be filed with the Superintendent or his/her designee.
7. Within five (5) work days of receipt of the grievance, the principal shall meet with the Local Unit Grievance Committee and the grievant in an effort to resolve the grievance.
8. Within five (5) work days after the above meeting (Section 7) the principal shall indicate his/her disposition of the grievance in writing and shall furnish a copy to the grievant, the Superintendent, and the Local Unit.
9. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days after the meeting (Section 7), or ten (10) work days from the date of filing, whichever is later, the grievance shall be transmitted to the Superintendent with the endorsement thereon of the approval or disapproval of the Local Unit.

10. Within five (5) work days the Superintendent or his/her designee shall meet with the grievant and the Local Grievance Committee.
  11. Within five (5) work days after this meeting (Section 10) the Superintendent shall indicate his/her disposition of the grievance in writing and shall file a copy with the grievant, the Local Unit, and place a copy on file in his/her office.
  12. If the disposition is unsatisfactory to the grievant and/or the Local Unit Grievance Committee, the grievance may be forwarded within five (5) work days to the Grievance Committee composed of not more than three members of the Board. Within twenty (20) work days after the date of filing, this committee shall conduct a hearing with the grievant, the Local Unit Grievance Committee, the building principal and the Superintendent. If the grievance involves a financial settlement, it will be considered by the full Board before final disposition.
  13. Within fourteen (14) work days after said hearing the Board Committee shall indicate in writing its disposition of the grievance. A copy shall be forwarded to the grievant, the Local Unit Grievance Committee, and the Superintendent for permanent filing.
  14. If the Association Grievance Committee is not satisfied with the disposition, within five (5) work days, it, not the grievant, may refer the grievance to the American Arbitration Association, in writing, and request an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the AAA in accordance with its rules, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
- B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  - C. No arbitrator or any neutral appointee shall have any power to alter, add to, or subtract from the terms of this Agreement.
  - D. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
  - E. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  - F. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for legal representation. (See Article 5-Teaching Hours and Class Load, paragraph F.)
  - G. Should the grievant, local Unit and/or Association fail to institute or appeal a grievance within the time limits specified, the grievance will not be processed. Should the Board fail to answer the grievance

within the time limits specified, the Association may move the grievance to the next step in the grievance procedure.

- H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Local Unit representative are to be at their assigned duty stations.
- I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- J. Arbitration awards of grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however shall the settlement be earlier than fifteen (15) work days prior to the date on which the grievance was filed.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term as soon thereafter as possible.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## ARTICLE 17

### NEGOTIATION PROCEDURES

- A. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor Agreement for the forthcoming year.
- B. Negotiation procedures shall be determined at the first negotiating meeting of the year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three signed copies of the final Agreement, one of which will be retained by the Board, one by the Association and one by the Superintendent.

## ARTICLE 18

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- B. All teachers covered under this Agreement who participated in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copywritten or sold by the District.
- C. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish twenty (20) copies of this Agreement to the Local Unit for its use.
- D. If any provision of this Agreement shall be found contrary to law, then the Agreement is hereby amended to conform to such law, but all the other provisions shall continue in full force and effect.



## ARTICLE 19

### TEACHER EVALUATION

- A. The evaluation of probationary and tenure teachers is an administrative responsibility that is continuous and operative at all times. The process is concerned with the professional behavior and competence of the teaching staff. It is an interpretation of personal observation of a given teacher in and outside the classroom and judgmental appraisals of that teacher in terms of the philosophy and standards of the district and community.
- B. The administrative responsibility in teacher evaluation requires a dual objective in an effort to train better teachers:
  - 1. Improvement of instruction
  - 2. School and community acceptance of each member of the teaching staff.
- C. This goal is achieved by the combined efforts of the Board, the administrative team, and the teaching staff. Each area has its own responsibilities and methods of attaining this objective.
- D. The Board through its policies and philosophies and its interpretation of these guidelines, notes the effectiveness of each individual teacher in the community. These observations feed back to the administrative team.
- E. The administrative personnel (Building Principals) assist in developing and carrying out the formalized teacher evaluation process. Both the principal and the teacher are to sign the evaluation form to certify that it has been reviewed by both parties. The teacher's signature does not denote agreement with the evaluation, but rather indicates that it has been read and discussed. A teacher in strong disagreement with the evaluation may submit a rebuttal statement within five (5) days after the teacher-principal conference. The rebuttal statement will then be attached to the evaluation form for review by the Superintendent and the Board.
- F. The teaching staff, through group and individual activities of an informal nature, Association and departmental programs, and frequent contact with teachers, further aids in the adjustment of new and veteran teachers to their responsibilities.
- G. The reflection of these forces through the Building Principal establishes the basis of administrative recommendation for continued teacher employment and tenure status in the district.
- H. The Board annually considers the personnel recommendations of the administration and decides on the continued employment of each teacher in the school district.
- I. Preparatory to the evaluation of teachers each school year, the following deadlines and procedures will be observed.

Part I The Principal will meet with the teachers to discuss the district's goals and objectives, and the expectations held for teachers with respect to the goals and objectives.

Part II Probationary Teachers

The evaluation deadline for building principals are as follows:

- (a) First formal evaluation - (period of October and November) Date due - last Friday in November
- (b) Second and final evaluation - (period of January and February) Date due - last Friday in February.
- (c) The Board shall notify probationary teachers in writing within sixty (60) days of the end of the school year if the performance is unsatisfactory and a decision to discontinue the services of a particular teacher is made.

Part III Tenure Teacher

Tenure teachers may be evaluated once each school year and at least once every two years.

- J. An administrator (supervisor) who finds the services of a teacher to be unsatisfactory will hold a personal conference with the individual and discuss the problem and suggest possible solutions. The individual will be given an opportunity to rectify the deficiencies. Whenever the conference between the teacher and the supervisor reaches the state that discipline or reprimand is imminent or contemplated, the teacher involved shall be permitted to have present a third party of his/her choice and /or to make an electronic transcription of the entire conference.

## ARTICLE 20

### JOB SHARING

- A. The purpose of this program is to allow two (2) teachers to share a single full-time assignment. It is expressly understood that this voluntary pairing shall not occur if the pairing results in the layoff, involuntary transfer or the attrition from a building of a full-time teacher or prevents the recall of a laid-off teacher. Job-sharing pairings may only occur with approval of the Board or its designee.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single teaching position by two (2) teachers within the Local Unit. If a job sharing arrangement involves a non-teacher of the Whitmore Lake School District paragraphs B. 8., 9. and 11. (a). shall not apply to the non-teacher.
  - 1. Teachers may request a specific partner for the job sharing position. A teacher may also apply on an individual basis.
  - 2. Teachers wishing to participate in the job sharing program shall notify, in writing the Local Unit President and the Superintendent's office by the first working day of March. This notification will include the following information:
    - a. Grades for which they wish to be considered
    - b. Name of job share partner (if known)
    - c. Job share rotation (i.e. 50/50, 60/40, semester, etc.)
  - 3. Within five (5) working days of the above date each applicant will be provided a list of all applicants for job sharing position.
  - 4. Within ten (10) working days of the provision of the list, the administration will schedule a meeting of all "applicants for sharing in order to facilitate pairing."
  - 5. All pairings will be finalized as soon as possible.
  - 6. Positions vacated by teachers who choose to job share shall not be considered for pairing for purposes of filling other requests under this Article. Those positions must be filled by laid off teacher subject to the criteria contained in Article 13 – Reduction of Personnel. If there are no laid off teachers or none who meet the necessary requirements, then the administration may hire a replacement to fill these positions.
  - 7. The job sharing position shall be effective for one school year. The individuals paired may, however, initiate a request to continue their pairing for an additional year or be teamed with a new partner. The request to continue must be made in writing to the Superintendent's office by the first working day of March.

8. At the conclusion of any school year, both teachers may return to the full time assignment they held prior to participating in the job sharing or a similar position(s) if either of these positions is vacant. If a job share team member was not a member of the bargaining unit prior to participating in a job share, he/she shall be given first consideration for a teaching vacancy for which he/she is certified and qualified.
9. In the event that one team member is unable to continue in a job sharing position due to an unpaid leave of absence, resignation, retirement, illness or death prior to the end of the school year, the remaining member shall have the option of either assuming the position full time or continuing in the program with a replacement.
10. At all levels, job sharing rotations will be developed and agreed upon by the job sharers and the hosting administrator. Part-time teachers hired in a job sharing agreement are not entitled to a full-time position unless the Administration and Board approves the transfer.
11. Shared time positions will be compensated as follows:
  - a. Each individual teacher's salary will be prorated to reflect the fraction of the position shared. The experience and education step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the prorated salary will be computed.
  - b. Sick and personal leave, as well as other fringe benefits will be prorated according to the fraction of a full-time position for which the affected teachers is employed. In the job sharing situation, the employee shall receive the fraction of the full-time position for which she/he is employed. (Total health coverage for job sharing positions will never exceed the full-family rate).
12. Teachers participating in a job sharing arrangement shall remain in the job sharing position for one year only, except by mutual agreement of the administration and the affected teachers to extend the arrangement.
13. A teacher participating in the job sharing program will be entitled to all rights, privileges and benefits (except as noted in Section B, Item 11b.) as accorded each full-time teacher who is a member of the Local Unit and under contract pursuant to this Agreement.
14. Job sharing partners shall be evaluated on the same basis as all other bargaining unit members.
15. All articles of this Agreement (with the exception of Article 12 – Insurance Benefits, Section G) shall remain in full force and effect.

## ARTICLE 21

### DURATION OF AGREEMENT

This Agreement shall be effective as the 1st day of July, 2002 and shall continue in effect until the 30th day of June, 2005. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. By the mutual consent of the Board of Education and the Association, the Agreement may be reopened on any article contained herein at any time during the duration of said Agreement.

#### EDUCATION ASSOCIATION OF WHITMORE LAKE

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chairperson, Negotiating Committee

By \_\_\_\_\_  
Negotiating Committee Member

#### BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Vice-President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Treasurer

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Its Trustee

APPENDIX A

SALARY SCHEDULE

2002-03 Salary Schedule

Step	BA	MA
1	\$34,587	\$37,111
2	36,116	38,750
3	37,725	40,468
4	39,445	42,262
5	40,975	44,138
6	43,044	46,092
7	44,974	48,146
8	46,979	50,193
9	49,091	52,452
10	53,223	57,149
11	55,619	59,724

2003-04 Salary Schedule

Step	BA	MA
1	\$35,106	\$38,595
2	36,658	40,300
3	38,291	42,087
4	40,037	43,952
5	41,590	45,904
6	43,690	47,936
7	45,649	50,072
8	47,684	52,201
9	49,827	54,550
10	54,021	59,435
11	56,453	62,113
16	57,088	62,748

21	57,722	63,382
26	58,356	64,016
31	58,991	64,651

## 2004-05 Salary Schedule

Step	BA	MA
1	\$35,632	\$40,139
2	37,208	41,912
3	38,865	43,770
4	40,637	45,711
5	42,213	47,740
6	44,345	49,853
7	46,333	52,075
8	48,399	54,289
9	50,575	56,732
10	54,832	61,812
11	57,300	64,597
16	57,944	65,242
21	58,588	65,885
26	59,232	66,529
31	59,876	67,173

### B. Longevity/Retirement

Upon completion of the 11<sup>th</sup> year of service, teachers who have at least eight (8) years of service in the Whitmore Lake Public Schools as of the 2002-03 school year shall be credited with up to five (5) additional years of service for teaching experience in another school district. Written documentation of the teaching experience must be provided to the Superintendent's office prior to an adjustment being made with respect to advancing on the step schedule. Teachers employed prior to August of 2003 may be included on an agreed upon list granting credit for out of district service time as outlined above. A copy of the list shall be maintained file by the Board of Education and the Whitmore Lake Education Association.

Any teacher having thirty (30) years service (fifteen (15) of which must be in the district) and qualifying, shall be eligible for a one thousand dollar (\$1,000.00) payment if they announce their intent to retire before October 1st.

### **Retirement Incentive**

During the 2003-04, 2004-05 and 2005-06 school years, the following retirement incentive will be available. Eligible teachers will receive \$36,000 paid in three equal installments of \$12,000 per year beginning in July of the year of retirement. In order to qualify for this benefit teachers must be eligible to retire from the Michigan Public School System and must submit written notification to the Superintendent no later than December 20<sup>th</sup> of the school year in which they intend to retire. A minimum of three (3) teachers must retire in a given school year in order to qualify for the retirement incentive.



In the 2006-07 school year, teachers who are eligible to retire and elect to do so by December 20, 2006 will receive a retirement incentive of \$31,000 paid in three equal installments of \$10,333.33 per year beginning in July of the year of retirement. A minimum of three (3) teachers must retire in order to qualify for the retirement incentive.

In the 2007-08 school year, teachers who are eligible to retire and elect to do so by December 20, 2007 will receive a retirement incentive of \$26,000 paid in three equal installments of \$8,666.66 per year beginning in July of the year of retirement. A minimum of three (3) teachers must retire in order to qualify for the retirement incentive.

Payments will be made into a 401(a) special pay deferral plan.

In the event that less than three teachers provide notification prior to December 20<sup>th</sup> in any given year, the Association may petition the Board of Education for a waiver of the three (3) teacher minimum requirement.

#### C. Experience Steps

1. A teacher will advance one (1) step with each year of experience in the system.
2. New teachers may receive one (1) full step credit for every year's experience outside of the school system unlimited up to the 11th step.
3. One-half (1/2) increment is added for each full six (6) months of active military duty up to three (3) years provided an honorable discharge was received upon separation from active military duty (6 months-half increment; 12 months-full step; 18 months- 1/2 increment, etc.)
4. Practical steps in one-half (1/2) increments are granted for each ninety (90) days of teaching experience outside the school system. This experience may include regular, substitute and Peace Corps teaching, provided a valid provisional or permanent teaching certificate was held prior to Peace Corps duty, but excludes summer school, federal title programs, military and other type of instruction that is not similar in nature to regular school teaching.

D. Additional pay for certified Vocational Instructors: Any instructor who is certified by the Michigan Department of Education as a vocational instructor shall be credited with twenty-five (25) percent of the increment between his/her salary step and the next higher step if his/her teaching assignment is 1-3 classes that are vocationally reimbursed. If the teaching assignment is 4-6 classes that are vocationally reimbursed, he/she will be credited with fifty percent (50%) of the increment of his/her salary step and the next higher salary step. At the top step the instructor will receive the percentage of the increment between the top two (2) steps.

E. Salary is to be paid twenty-one (21) times per year. However, any teacher upon application to the Central Office shall receive his/her salary in twenty-six (26) pays. Once notified, the office shall

continue to pay the teacher in twenty-six (26) pays per year, through the succeeding years of employment, unless otherwise notified by the teacher.

Payments shall be prorated on a per day basis of  $1/185$  of the counselor's salary per day.

- F. The school year for counselors shall contain two (2) additional weeks. One week shall be the week immediately before the opening of school. One week shall be scheduled by the counselors and the principal to fall between the closing of school and before the first of July.

Payments shall be prorated on a per day basis of  $1/185$  of the counselor's salary per day.

- G. Employees interested in designating a beneficiary for the payment of salary or other benefits due in the event of the death of the employee shall complete a form designating the beneficiary(s) to the Superintendent for inclusion in the personal files in addition to completing the beneficiary designation when enrolling for the group term life insurance plan under Article 13 Insurance Benefits, Paragraph A.

## APPENDIX B

### EXTRA PAY FOR EXTRA DUTY SCHEDULE

#### A. Extra-curricular Activities

Curriculum Committee 4 persons (each committee person receives). . . . .	.02 of base
(2 representatives for grades K-4, 1 representative for grades 5-8, 1 representative for grades 9-12)	
Elementary Vocal Music Concert	.0025 of base
(This cannot exceed more than .015)	(per concert)
Work Study Program and/or Co-op Program . . . . .	.08 of base
School Paper - 1 hour per day or . . . . .	.05 of base
Band . . . . .	.10 of base
School play - one person . . . . .	.05 of base
School Musical - two persons . . . . .	.05 of base
School Annual - 1 hour per day or . . . . .	.05 of base
Quiz Bowl Varsity . . . . .	.02 of base
Quiz Bowl Junior Varsity . . . . .	.01 of base
Student Council . . . . .	.03 of base
Senior Class Sponsor (one only) . . . . .	.08 of base
Junior Class Sponsor . . . . .	.03 of base
Sophomore Class Sponsor . . . . .	.02 of base
Freshman Class Sponsor . . . . .	.02 of base
Senior National Honor Society . . . . .	.02 of base
Junior National Honor Society . . . . .	.02 of base
Key Club (1) . . . . .	.02 of base
Senior Slide Show . . . . .	.02 of base
S.A.D.D. . . . .	.01 of base
Cheerleading, Fall Sideline Varsity . . . . .	.04 of base
Fall Sideline Junior Varsity . . . . .	.03 of base
Winter Sideline Varsity . . . . .	.05 of base
Winter Sideline Junior Varsity . . . . .	.04 of base
Competitive Cheer Varsity . . . . .	.08 of base
Competitive Cheer Junior Varsity . . . . .	.04 of base
Softball . . . . .	.08 of base
JV/Assistant Softball or/Assistant Softball . . . . .	.05 of base/.035
Volleyball (Varsity). . . . .	.08 of base
Volleyball, JV . . . . .	.05 of base
Basketball Varsity . . . . .	.10 of base

Basketball, J.V. ....	.07 of base
9th Basketball .....	.05 of base
Football - Head Coach .....	.10 of base
Football - Varsity Assistant .....	.07 of base
Football - JV Head Coach .....	.07 of base
Football - JV Assistant Coach .....	.07 of base
Baseball - Head Coach .....	.08 of base
JV Baseball/or Assistant Baseball .....	.05 of base/.035
Track - Head Coach (2) .....	.08 of base
Track - Assistant Coach .....	.04 of base
Cross Country Coach .....	.05 of base
Wrestling .....	.08 of base

#### Middle Grades

5th Grade Camp Coordinator (1) .....	.02 of base
Student Council .....	.02 of base
7th Grade Sponsor .....	.02 of base
8th Grade Sponsor .....	.02 of base
7th Grade Basketball .....	.04 of base
8th Grade Basketball .....	.04 of base
7th Grade Volleyball .....	.04 of base
8th Grade Volleyball .....	.04 of base
Track (2) .....	.04 of base
Football (2 coaches) .....	.04 of base

Athletic Director - If the position of Athletic Director is performed by a bargaining unit member, the following conditions shall apply:

.....12% of base salary, plus two (2) hours of release time

Supervision and ticket selling at athletic events ..... \$15 per event

- B. The percentage paid for extra-curricular activities shall be of that base corresponding to the number of years experience within the school system in that sport/ activity. Individuals with coaching/activity experience outside of the district may be given credit for that experience. No coaching experience

credit shall exceed step 9 of the salary schedule. Sponsorships/activities or coaching position that are added to schedule B shall start at the first step.

- C. It is understood by both parties to this agreement that the provisions of the Michigan Teacher Tenure Act do not apply to extra pay for extra duty activities listed herein.
- D. It is hereby agreed that commencing with the 1987-88 school year, all extra pay for extra duty percentages shall be based on the BA base. Provided, however, that any current bargaining unit member who assumes an extra pay for extra duty (Schedule B) activity shall have the percentage (%) applied to their individual base salary rather than the BA base. This condition shall continue to be in effect for as long as the employee works in Whitmore Lake.
- E. It is hereby agreed that current qualified bargaining unit members shall be given first opportunity at filling all schedule B positions prior to going outside the District to hire non-bargaining people to fill any vacancies.
- F. A person on Schedule B will be notified by the last day of school if he/she is not to continue in the position. In the event that the person is not notified by the last day of school that he/she will be continued in the activity, he/she can assume that the position will be his/hers the following year.
- G. Accepted Procedure for Making Assignments to Extra-Curricular Duties:

The local unit and the Board mutually agree to use the following procedure for assigning extra-curricular duties. This procedure will apply to paid activities adopted by the Board and recognized as an essential part of the educational program provided to the students of Whitmore Lake, and excluding those duties considered to be coaching positions whose assignment is handled through the Athletic Director and upon final approval of the Building Principal.

1. The list of necessary sponsorship will be posted for fifteen (15) workdays starting with the day certified staff member report for the current school year. During this period it is expected that the certified staff members will sign up for sponsorships of their interest.
2. At the end of this period all remaining certified staff members will be assigned according to the established rotation list.
3. Exceptions:
  - a. Any certified staff member who has served as a sponsor for three consecutive years will be exempt for the fourth year.
  - b. Certified staff members who have a one-semester employment contract will be exempt. If and when they receive a full year employment contract they will be eligible for sponsorship.

- c. First year certified staff members in this school system will not be expected to Sponsor the Junior or Senior class of student council unless they express an interest to do so. They will be eligible for the remaining sponsorships.
- 4. Seventh and eighth grade certified staff members will fulfill the necessary seventh and eighth grade sponsorships.
- 5. Certified staff members whose major assignments include the ninth grade and above will be classified as high school certified staff members for the purpose of sponsorships.
- 6. Special education and social workers whose major responsibilities deal with the students in the ninth grade and above will be classified as high school certified staff members for the purpose of sponsorships.
- 7. Certified staff members who are employed in counseling, library or other non-regular classroom positions are to be included in the pool for eligible persons for sponsorships.
- 8. If two (2) certified staff members wish to co-sponsor an activity this will be permitted only after all necessary sponsorship positions have been filled. Any compensation provided for a sponsorship position is to be divided as the co-sponsors desire.
- 9. A certified staff member who is assigned to two (2) coaching positions or is serving as Athletic Director during the current school year will not be required to take a sponsorship. However, if during the current school year, they fail to fulfill these two (2) coaching positions they are eligible for sponsorships the next school year regardless of their coaching assignments.
- 10. If a certified staff member desires to sponsor one or more transient organizations (i.e. pep band, French Club, F.H.A., Forensics, etc.) he/she may do so but such sponsorship will not disqualify the staff member from being eligible for one of the regular sponsorships at the same time.

#### H. Mentor Teachers

- 1. A mentor teacher shall be defined as a master teacher as set forth in Section 1526 of the Michigan School Code.

The district agrees to give first consideration to qualified bargaining unit members in making mentor assignments. It is further agreed that the assignment as a mentor is voluntary. The final decision relative to the assignment rests with the district.

Interested applicants will be screened based upon a variety of factors which include by way of illustration, credentials, years of teaching experience, ongoing participation in professional development as well as classroom management and techniques.

Mentors will be notified in writing of the assignment with a copy of the appointment letter provided to the association, within thirty (30) calendar days of the first work day of the new teacher.

2. The role of mentor will include involvement at some point in the initial development and/or changes in the new teacher's Individualized Development Plan and professional support, assistance, guidance and instruction to the new teacher in fulfilling the goals and objectives associated with the teacher's Individualized Development Plan. The mentor teacher and a first year teacher, or a teacher new to the district, shall also be responsible for meeting with the administration and a union representative. The purpose of the meeting shall be to review the contract, complete the necessary employment forms, discuss the mentoring and evaluation processes, and any other activity that may be appropriate. This meeting shall be no more than two (2) hours long and should occur before the first teacher work day or as soon as possible after the new teacher has been hired.

It is understood that the responsibility to evaluate teacher performance rests with the administration and therefore, mentor teachers will not serve in that capacity.

3. In general, the role of a mentor will be for the entire duration of the period required by statute. The parties further agree that nothing in this Agreement will be construed to prevent the use of the provisions contained herein for a period in excess of three years.

Mentors wanting to be relieved of an assignment or new teachers wanting a change in assigned mentors will make their requests in writing to the Principal. Changes will be made for good cause shown by the initiating party (mentor, administration, new teacher).

4. The full year compensation of mentors will be issued at the end of each school year and will be paid in accordance with the following schedule:

First Year	\$300.00
Second year	\$200.00
Third year	\$100.00

In the event a mentor works for less than a full year, this amount shall be pro-rated.

## 2002 – 2003 SCHOOL CALENDAR

August 21 & 22, 2002	Staff Development Days
August 26, 2002	First Student Day - 1/2 Day for Students
	Full Day for Staff
August 30, 2002	No School
September 2, 2002	No School - Labor Day
September 18, 2002	1/2 Student Day - Staff Curriculum
October 25, 2002	End of First Marking Period
October 30, 2002	1/2 Student Day - Staff Curriculum
November 13, 14, 15, 2002	1/2 Student Day
	Parent/Teacher Conferences
November 27, 2002	1/2 Student Day - Thanksgiving
November 28, 29, 2002	No School - Thanksgiving
December 4, 2002	1/2 Student Day - Staff Curriculum
December 20, 2002	Winter Break begins at the end of the day
January 6, 2003	Return from Winter Break
January 14, 15, 16 2003	Exams
January 16, 2003	End of Second Marking Period
	End of First Semester
January 17, 2003	No School - Teacher Record Day
February 14, 2003	Snow Makeup Day (if needed)
February 17, 2003	No School - Mid Winter Break
February 26, 2003	1/2 Student Day - Staff Curriculum
March 19, 2003	1/2 Student Day - Staff Curriculum
March 28, 2003	End of Third Marking Period
	Spring Break begins at the end of the day
April 7, 2003	Return from Spring Break
April 18, 2003	No School
April 23, 2003	1/2 Student Day - Staff Curriculum
May 23, 2003	Snow Makeup Day (if needed)
May 26, 2003	No School - Memorial Day
June 4, 5 & 6, 2003	Exams
June 6, 2003	1/2 Student Day - End of Second Semester - Begin Summer Break
June 8, 2003	Graduation
June 9, 2003	Teacher Record Day