

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**WHITMORE LAKE PUBLIC**

**SCHOOL DISTRICT**

**AND**

**THE EDUCATION ASSOCIATION OF**

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

**July 1, 2016 through June 30, 2017**

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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, 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 employee engaged over fifty percent of the time in the direct administration and supervision of professional personnel.
- C. Definitions:

EMPLOYEE

The term "Employee" 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 shall refer to male and female employees.

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 employees, 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 EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Employees 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.
- C. 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.
- D. The Local Unit shall have the right to use and operate school facilities and office 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.
- E. Bulletin boards shall be provided in the employee 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.
- F. 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.

- G. 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.
- H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of employee provided that an employee shall refrain from exploiting the institutional privileges of his/her professional position to promote political candidates or partisan activities.
- I. The private and personal life of any employee shall remain inviolate. However, where any employee engages in activity that adversely affects the public image of the professional employee or adversely affects his/her effectiveness as an employee, the Board may take such action as is appropriate if the Association takes no action with regard to such conduct.
- J. 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.
- K. No employee shall be required to drive a school bus as part of his/her regular assignment.
- L. An employee shall have the right to review the contents of his/her personnel file subject to Bullard-Plawecki Employee Right to Know, Act 397 of the Public Acts of 1978. However, communications received by the school as pre-employment recommendations or evaluations and designated as confidential by the issuing person or agency need not be disclosed to the employee. An employee shall be advised of any material of a critical or unfavorable nature at the time such material is placed in his/her personnel file.
- M. All complaints directed against an employee shall be promptly called to the employee's attention. The complaining party shall be identified by the administrative supervisor in order that the employee might clear him/her of the charges against him/her.
- N. No employee shall be required to submit to a polygraph test. This shall not prevent an employee from voluntarily requesting such a test.
- O. The secretary of the Local Unit shall be notified in writing as soon as possible after the hiring of a new employee with the employee's name, address, phone number and position.
- P. 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.
- Q. Recommendations of a non-evaluative nature (i.e. walkthroughs, special processes, etc.) by administrative supervisors shall be limited to direct observations of that employee's performance and shall not be based on hearsay evidence or rumor.
- R. No employee in a bargaining unit position not covered by the Tenure Act shall be disciplined, deprived of compensation or dismissed without just cause. The failure of a building or the district to meet AYP will not be the sole purpose for discipline.

## ARTICLE 3

### BOARD RIGHTS

The Board, on its own behalf and on behalf of the educators of the district, hereby retains and reserves 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 judgment 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 here of 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 ASSOCIATION

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs (with the exception of U.S. Savings Bonds and political contributions) upon the request of the employee, provided, however the Employer is not required to honor any request for the deduction related to, directly or indirectly, the collection of dues and/or fees of the Association.
- B. Employees may organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
- C. Employees may refrain from any or all of the activities identified in Paragraph B. above.
- D. No person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:

1. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
2. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
3. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

E. Indemnity Agreement: 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 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 is or 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

### HOURS AND CLASS LOAD

- A. Employee hours shall be no more than seven (7) hours per day. School days and employee hours may be increased to meet State of Michigan requirements.

- B. Employees may be required to attend one staff meeting per week. But no employee 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.
- C. Whenever grievance hearings or negotiation meetings are held during regular school hours, any employee 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.
- D. Whenever any employee is unable to report for any reason, the employee shall give the school district the maximum advance notice the circumstances dictate.
- E. All employees shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- F. 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 employee 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.

- G. An employee required to substitute during the prep period shall be paid thirty dollars (\$30) for such an assignment.
- H. Employees supervising authorized field trips that return to Whitmore Lake after midnight shall not be required to report for work the next work day.

## ARTICLE 6

### WORKING CONDITIONS

- A. The parties recognize that the optimum school facilities for both student and employee 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 employee 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 affect a satisfactory solution.
- 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 Team (IEPT). 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 employees shall assign eligible special education pupils to their classes on an equal distribution basis prior to the beginning of the school year. If the employees at a given K-6 grade level reach consensus that a different plan might achieve a more equitable distribution, then 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 employees 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 IEPT in order to make needed changes in the IEP to resolve the employee proposed plan, a meeting of the IEPT shall be convened by the principal. Final resolution of the employee proposed plan shall be achieved by no later than fifteen (15) working days after the beginning of each semester.

Employees who are directed to attend IEPT 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 Board agrees to make available to each school adequate office equipment.
- E. Employees shall have faculty lounges and restroom facilities reserved for faculty use.
- F. Telephone facilities shall be made available in the staff lounges for employee's reasonable use. Personal long distance calls made by staff members without administration approval will be billed to the employee making the call at three times the billed cost.
- G. Adequate off-street paved parking facilities shall be provided and properly maintained and identified for employee use. Employees shall park their vehicles in the spaces assigned to faculty during school hours, unless other arrangements are made with the administration.

- H. 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 employees 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 employees.

## ARTICLE 7

### LEAVES OF ABSENCE

#### A. PAID LEAVES

##### 1. PAID TIME OFF

- (a) At the beginning of every school year each full time employee shall be credited with eighty four hours (84) of paid time off (PTO). PTO may be used for any purpose at the discretion of the employee. Notification must be given prior to 8:00 a.m. of the day of absence. The employee may not use PTO 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 or special circumstances a statement of purpose may be requested by the Superintendent. At the end of the school year, any unused PTO shall become part of the accumulated sick leave. Part-time employee's PTO shall be prorated based on the employee's work schedule.
- (b) Leaves of absence deductible from sick leave credits shall be as follows:
- (1) Personal illness of the employee and/or for a critical illness in the household of the employee.
  - (2) Pregnancy of the employee.
- (c) Any employee who is on leave because of an injury or disease compensable under the Michigan Workers' Compensation law may use sick leave benefits to make up the difference between Worker's Compensation benefits and the employee's regular net salary, provided, however, the employer's financial responsibility does not increase under the law. Any required leave beyond such period shall be without pay. Deductions from leave accumulations shall be made for any payments under this paragraph.

##### 2. BEREAVEMENT

All employees covered by this Agreement shall be granted up to five (5) working days off without loss of pay or leave benefits to attend the funeral in the event of a death in the employee's immediate family. The immediate family shall be defined as: mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and a person living in the employee's household for which they are legally and/or financially responsible. Additional

time off, with pay, up to five (5) days, may be granted upon approval by the Superintendent or designee, when warranted, with such additional days to be deducted from the employee's accumulated sick leave. Two (2) days may be approved to attend the funeral of a close friend or other relative not included in the definition above.

### 3. PRE/POST PERSONAL TIME OFF

- (a) Requests: Requests for PTO immediately before and/or after a school break period will be granted following a rotation schedule as follows. The seniority list determines the rotation order beginning in the 2013-2014 school year. If an employee declines a request they will remain on the same rotation position until a new request occurs. If an employee is granted a request for one (1) day they will be moved to the bottom of the rotation. The rotation continues until all available spots have been filled or all employees have declined. Newly hired employees will be placed at the bottom of the rotation in the order of seniority.
- (b) Procedures: The Association will conduct a meeting at the beginning of the school year where requests will be taken per the rotation. Employees must be in attendance or have given a proxy in order to be granted a request. Administrators are welcome to observe the rotation procedure. Within ten (10) days of this meeting, the Association will submit the requests for approval by the Employer. By the fourth Friday in September, employees granted requests will enter their absence in the automated absence reporting system. All rotation and requests will be maintained by the Association.
- (c) Restrictions: A limit of one (1) day immediately before and/or immediately after a school break may be requested with a maximum of two (2) days per employee, per year that may be granted. A maximum of three requests per building per day can be granted subject to additional requests at the approval of the superintendent. Employees must have adequate available time on the date of the requests for the days requested. Up to sixty (60) days prior to the requested date if the employee no longer has time available or would like to retract the request, the member may do so with no deduction of leave time. Upon retraction, the day may be filled by another employee per the rotation.

### 4. JURY DUTY

An employee called for jury duty or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the employee 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 employees 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 employee(s) using the leave days.

## 6. COMMUNICABLE DISEASES

An employee 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

An employee who is unable to teach because of personal illness, disability or pregnancy and who has 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 employee. Such request must be made by June 30. The employee, upon returning to the school system, will be placed on the next succeeding step on the salary schedule.

### 2. SABBATICAL LEAVE

Employees who have been employed in the Whitmore Lake School system for six (6) or more years may apply for a sabbatical leave without pay and without benefits. An employee may apply for a part-time employment position if available. A maximum of two (2) employees may be on sabbatical leave at any one (1) time. When the employee plans to return or 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 employee elected to a position in the WCEA or MEA for the length of time required to meet the duties of that elected position. During this leave of absence, the employee will accrue seniority. Said employee, 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 WCEA or MEA elected position. The Board shall allow said employee 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 employee serves in said elected position.

### 4. OTHER LEAVES

Leaves of absence without pay or increment shall be granted for up to one year for the following purposes under the policies of the Board and provisions of this Agreement. Requests for extensions beyond one year will be considered on a case-by-case basis.

- a. Association activities
- b. Professional study
- c. Service in the Peace Corps

- d. Campaign for, or service in public office

Leaves and re-employment rights for service in the active military will follow the then current laws.

## 5. CHILD CARE

A leave of absence without pay for up to one year following the birth or adoption of the employee'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 employee 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. An employee'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, an employee 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 one thousand two hundred and fifty (1,250) hours of work in the last 12 months are entitled to unpaid leave of up to twelve (12) weeks, in a rolling one year period commencing on the date the leave begins, 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 fifteen (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 an employee's 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 twelve (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 employee 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 employee 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 employee until the position is filled or up to twenty (20) school days whichever is less. This provision shall not be construed to prohibit the issuance of other discipline to an employee taking an unauthorized leave of absence subject to the provisions set forth in Article 2 (T). An employee 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 employee with three or more years of service in Whitmore Lake Public Schools will receive twenty dollars (\$20.00) payment for each unused sick day accumulated. This amount shall be paid to the employee's designated beneficiary if the employee dies while in the employ of the Board. If the reason for leaving the district is the retirement or death of the employee 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. Employees 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 an employee 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 employee and no employee 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.

## ARTICLE 9

### LANE ADVANCEMENT AND PROFESSIONAL IMPROVEMENT

#### A. Lane Advancement

1. To be eligible for transfer from the Baccalaureate lane to the Master's lane, the employee must submit to the Superintendent a written request to transfer lanes. The request must

include an original transcript(s) evidencing the degree has been conferred. The courses leading to the conferment of the Master's degree must include four credit hours directly applicable to the employee's present or projected assignment. The hours of credit must be beyond the minimum required for certification under appropriate Michigan law.

2. To be eligible for transfer from the Master's lane to the MA+15 lane, or to transfer from the MA+15 lane to the MA+30 lane, an employee must submit to the Superintendent a written request to transfer lanes. The request must include an original transcript(s) evidencing the additional 15 credit hours were earned in graduate-level courses. The hours of credit must be beyond the minimum required for certification under appropriate Michigan law.
3. An employee shall advance to the next lane (MA, MA+15 or MA+30) the semester immediately following the semester in which s/he earns a Master's degree or the additional 15 or 30 graduate-level credit hours, as applicable.

#### B. Professional Improvement - Conferences

The Board agrees to provide the necessary funds for employees who desire to attend selected professional conferences with prior approval of the Superintendent. Mileage, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute needed to relieve the participant. An employee attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Employees will, upon request, submit a verbal and/or written report regarding such conferences.

### ARTICLE 10

#### PROBATION AND SENIORITY

- A. New employees hired into the bargaining unit shall be considered 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 bargaining unit. Accrued seniority shall be credited at the level the non-unit employee accrued prior to August 16, 1986.
3. Part-time employees shall accrue full-time seniority.

#### C. SENIORITY PREFERENCES

In all cases of seniority preferences involving two or more employees 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

### PROFESSIONAL COMPENSATION

- A. The basic salaries of employees 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. Employees involved in 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. Employees 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 12

### INSURANCE BENEFITS

#### A. Group Life Insurance:

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

- 1. All employees in the employment of the district on September 1st and February 1<sup>st</sup> 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 employee for \$45,000 Pak D and \$50,000 Pak B life insurance (see next page (G) Part-Time employee).
  - 4. Any dividend earned under the policy due to good loss record shall be used to increase the benefits payable to each employee the next year.
  - 5. Employees 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 employees' group term life insurance benefit will be available at the employee's expense on an optional basis.
- C. Health Coverage:
- 1. The Board agrees to provide a MESSA ABC Plan 1 health plan as agreed upon by both parties.



2. Application: Each employee desiring such coverage shall prepare and sign an application on forms provided by the district (and as necessary the insurance carrier).
3. Employees not electing health insurance shall be eligible to receive an additional \$2000.00 in cash paid in two installments (last pay in December and last pay in June).
4. Under this agreement the employer's maximum liability for medical insurance shall be no more than an amount designated by the State as the "hardcap." At the time of this contract those amounts are as follows: \$6,142.11 for single coverage, \$12,845.04 for two-person coverage, and \$16,751.23 for family coverage. The aggregate total of the Employer's liability shall not exceed an amount calculated as a total amount equal to \$6,142.11 times the number of employees with single person coverage, \$12,845.04 time the number of employees with individual and spouse coverage, plus \$16,751.23 times the number of employees with family coverage. For subsequent medical benefit plan years of the contract the aggregate total shall be adjusted based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. Employee contributions, if required, shall be deducted on a twenty-one (21) or twenty-six (26) or twenty-four (24) pay basis.

D. Dental Program

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

- E. All employees 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% salaries to a maximum of \$4,000 per month with a ninety (90) calendar day waiting period or upon exhaustion of sick day, whichever is later.

F. Extension of Coverage:

The Board shall make payment of health insurance premiums and provide for dental and vision coverage for all employees 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 September 1 and ending August 31, even though the employee may not be returning the next school year, or, June 30 for employees opting to retire prior to the start of the next fiscal year.

G. Health Insurance for Part-time employees

For the duration of this agreement, part-time employees hired before July 1, 2008 and on that date taking insurance under this provision shall be eligible for all fringe benefits as outlined in the Agreement, prorated according to the following schedule:

0 – ½ time = ½ benefits  
More than ½ time = full benefits

Employees who drop out of or change this benefit and later require part time benefits shall be subject to the provision below.

Part time employees hired on or after July 1, 2008 shall be eligible for all fringe benefits as outlined in the agreement prorated based on the percent of their regular assignment as compared to a full time assignment. The remaining portion of any premium shall be the responsibility of the part time employee, either by payroll deduction or personal check only if the payroll is not sufficient to make the deduction.

- H. Dependents: Such coverages as are available under the Master Policy shall be extended to dependents of eligible employees 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 employees working prior to June 30, 2006 will be eligible to enroll in the FC 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 13

### STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

- A. When any employee is assaulted physically or has received a threat to do harm 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 employee of his/her rights and to defend the employee in any action before law enforcement and judicial authorities.
- B. Whenever any employee is complained against or sued in any action arising from properly carrying out or proper enforcement of school policies, rules and regulations, the Board shall provide legal counsel to defend such employee.
- C. Employees 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, an employee shall be held harmless from liability for damage or loss to person or property.
- D. Time lost by an employee in connection with any incident in this Article shall not be charged against the employee.
- E. No action shall be taken upon any complaint directed toward an employee nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. The employee 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 14

### GRIEVANCES

- A. The grievance procedure is as follows:

1. A claim by an employee or the Local Unit that there has been a violation, misinterpretation, or misapplication of any provision of 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 an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the Principal (level one). The employee 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 employee 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 preemptorily 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 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 an employee or a participating Local Unit representative is 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 or 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 15

### NEGOTIATION PROCEDURES

- A. No later than March 1<sup>st</sup> of the year in which a contract expires, 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 16

### 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 employee shall be subject to and consistent with the terms and conditions of this Agreement.
- B. All employees covered under this Agreement who participated in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copy written or sold by the District.
- C. Copies of this Agreement will be made available upon request of the employee.
- 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.

- E. 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.
- F. 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 an employee whenever, in the opinion of the Board, such examination is warranted.

APPENDIX A

SALARY SCHEDULE

MA+15 (2.5% above the MA schedule). In order to qualify for this level of compensation, an employee must possess a master's degree and fifteen credits beyond the master's degree. Alternatively, any teacher with a master's degree having achieved National Board Certification through the National Board of Professional Teaching Standards will also qualify for compensation at MA +15.

MA+30 (2.5% above the MA+15 schedule). In order to qualify for this level of compensation, an employee must possess a master's degree and thirty credits beyond the master's degree. A teacher possessing an MA+15 and National Board Certification through the National Board of Professional Teaching Standards shall also qualify for MA+30.

**Teacher Salary Schedule  
2016-2017**

	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>Step 1</b>	35,946	40,468	41,474	42,507
<b>Step 2</b>	37,204	41,884	43,133	44,207
<b>Step 3</b>	38,507	43,350	44,859	45,975
<b>Step 4</b>	39,855	44,867	46,653	47,814
<b>Step 5</b>	41,249	46,438	48,519	49,727
<b>Step 6</b>	42,900	48,294	50,460	51,716
<b>Step 7</b>	44,616	50,227	52,479	53,784
<b>Step 8</b>	46,399	52,236	54,840	56,204
<b>Step 9</b>	48,256	54,586	57,307	58,735
<b>Step 10</b>	50,427	58,407	61,319	62,845
<b>Step 11</b>	52,697	61,911	64,998	66,617
<b>Step 12</b>	55,068	66,865	68,898	70,612
<b>Step 16</b>	56,720	67,200	69,243	70,967
<b>Step 21</b>	57,003	67,536	69,589	71,321
<b>Step 26</b>	57,288	67,873	69,936	71,678
<b>Step 31</b>	57,575	68,212	70,286	72,035

B. Longevity/Retirement

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

C. Experience Steps

An employee will advance one (1) step with each full year of experience in the system.

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 on a bi-weekly (26 pay) basis or a twice monthly (24 pay) basis at the discretion of the Board. However, any employee upon written application to the Central Office shall receive his/her salary in twenty one (21) pays. Once notified, the office shall continue to pay the employee in twenty one (21) pays per year, through the succeeding years of employment, unless otherwise notified by the employee.

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 if a counselor is required to work before or after the school year.

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

<b>Extra Curricular Activity</b>	<b>% expressed as decimal or amount</b>	
Elementary Music Concerts (Grades K - 6)	0.01	tied to evaluations
Middle School Music Concerts (Grades 5 - 8)	0.03	tied to evaluations
High School Music Concerts (Grades 9 - 12)	0.03	tied to evaluations
Marching Band per Football Game	0.05	tied to evaluations
High School Spirit Band	0.01	tied to evaluations
Work Study and/or Co-op Program	0.08	
High School Drama Club - Play	0.05	
High School Drama Club - Musical Director	0.05	
High School Drama Club - Musical Music Director	0.05	
Middle School Drama Club - Play	0.03	
Middle School Yearbook	0.02	
High School Yearbook	0.05	tied to evaluations
Elementary Yearbook	0.01	
Quiz Bowl Varsity	0.02	
Quiz Bowl Junior Varsity	0.01	
Student Council High School	0.03	
Student Council Middle School	0.02	
Elementary Student Council	\$500.00	
Elementary Safety Patrol Coordinator	\$500.00	
Senior Class	\$2,000.00	
Junior Class	\$3,000.00	
Sophomore Class	\$2,000.00	
Freshman Class	\$1,000.00	
7 <sup>th</sup> /8 <sup>th</sup> Grade Class	\$1,500.00	
National Honor Society	0.03	
National Junior Honor Society	0.02	
Key Club	0.02	
Builders Club	\$500.00	
Senior Slide Show	0.01	

5th Grade Camp Coordinator	0.01
Robotics	0.02
Elementary Slide Show	\$500.00
Football - Varsity	0.1
Football - Varsity Assistant	0.07
Football - Varsity Assistant	0.05
Football - Junior Varsity	0.06
Football - Junior Varsity	0.06
Strength and Conditioning Coach - includes Powerlifting	0.05
Cheer - Varsity Fall Sideline	0.05
Cheer - JV Fall Sideline	0.03
Cheer - Competitive Varsity	0.09
Cheer - Competitive Junior Varsity	0.06
Volleyball - Varsity	0.09
Volleyball - Junior Varsity	0.06
Volleyball - 8th Grade	0.04
Volleyball - 7th Grade	0.04
Cross Country - Varsity (Co-Ed)	0.09
Basketball - Varsity	0.09
Basketball - Junior Varsity	0.06
Basketball - 8th Grade	0.04
Basketball - 7th Grade	0.04
Baseball - Varsity	0.09
Baseball - Junior Varsity	0.06
Softball - Varsity	0.09
Softball - Junior Varsity	0.06
Track and Field - Varsity (Co-Ed)	0.1
Track and Field - Varsity Assistant	0.04
Track and Field - Varsity Assistant	0.04
Track and Field - Middle School (Co-Ed)	0.05
Track and Field - Middle School Assistant	0.04
Wrestling	0.09
Golf - Varsity (Co-Ed)	0.09

\*all non-specified dollar amounts are percentages on the pay scale as shown

Schedule B	Pay Scale
Step 1	37,424
Step 2	38,734
Step 3	40,090
Step 4	41,493
Step 5	42,945
Step 6	44,663
Step 7	46,450
Step 8	48,307
Step 9	50,240

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. Vacant or newly created extra-curricular positions in this appendix will be posted.
- 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 with the exception of those tied to evaluations.
- 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 employee 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. Mentor Teachers

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

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 employee'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, and 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 the employee's performance rests with the administration and therefore, mentors will not serve in that capacity.

3. 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.

APPENDIX C

CALENDAR

**2016-17 Calendar**

August 31	Staff Only – Full Day Staff Development
September 1	Staff Only – Full Day Staff Development
September 6	First Day of School – ½ day Students and ½ day Staff Development
September 7	WLES Open House
September 14	WLMS/WLHS Parent Night
October 7	½ day Students and ½ day Staff Development
October 26	WLMS/WLHS Parent Teacher Conferences
November 21-22	WLES Parent Teacher Conferences
November 23 - 25	No School – Thanksgiving Break
December 22	½ Day Students and Staff – Winter Break (begins at end of day)
January 9, 2017	School Resumes from Winter Break
January 16	No School for Students/Staff Development Day
January 25-27	WLMS/WLHS Exams
January 27	Last Day of First Semester
January 30	No School for Students – Full Day Records for Staff
February 17	½ Day for Students and ½ Day Staff Development
February 20	No School for Students and Staff (Mid-Winter Break)
March 16	WLMS/WLHS Parent Teacher Conferences
March 31	½ Day Students and Staff – Spring Break (begins at end of day)
April 10	School Resumes from Spring Break
April 14	No School (Good Friday)
May 26	½ Day Students and ½ Staff Development
May 29	No School (Memorial Day)
June 4	Graduation
June 14-16	WLMS/WLHS Exams
June 16	Last day of school: ½ Day Students and Full Day Staff

ARTICLE 17

DURATION OF AGREEMENT

This Agreement shall be effective as the 1st day of July, 2016 and shall continue in effect until the 30th day of June, 2017. 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 Patricia K. Kobel  
President

By Kathryn J. Co  
Chairperson, Negotiating Committee

By Kathryn Woods  
Negotiating Committee Member

By Debrah O'Morad  
Negotiating Committee Member

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

By Daniel J. McCarthy  
MEA UniServ Director

BOARD OF EDUCATION

By Kevin D. Diggins  
Its President

By Laura Schumacher  
Its Vice-President

By Michelle H. Gutzman  
Its Secretary

By Bob Henry  
Its Treasurer

By John Meador  
Its Trustee

By J. Lee Cole  
Its Trustee

By [Signature]  
Its Trustee