

Master Agreement Between the

**WHITEFISH TOWNSHIP  
BOARD OF EDUCATION**

And the

**WHITEFISH FEDERATION  
OF TEACHERS**

**JULY 1, 2020 TO JUNE 30, 2021**

## TABLE OF CONTENTS

Page 3	Article I	Recognition
Page 3	Article II	Professional Negotiations
Page 4	Article III	Grievance Procedure
Page 7	Article IV	Salaries
Page 7	Article V	Teaching Hours and Teaching Loads
Page 8	Article VI	Non-Teaching Duties
Page 8	Article VII	Teacher Employment and Assignment
Page 9	Article VIII	Vacancies and Promotions
Page 9	Article IX	Summer School and Night School
Page 9	Article X	Teacher Evaluations
Page 9	Article XI	Personnel Files
Page 10	Article XII	Teacher Facilities
Page 10	Article XIII	Use of School Facilities
Page 11	Article XIV	Sick Leave
Page 12	Article XV	Temporary Leaves of Absence
Page 12	Article XVI	Extended Leaves of Absence
Page 13	Article XVII	Student Control and Discipline
Page 13	Article XVIII	Protection of Teachers
Page 14	Article XIX	Professional Development
Page 15	Article XX	Teaching Materials
Page 15	Article XXI	General
Page 16	Article XXII	Reduction in Personnel
Page 16	Article XXIII	Miscellaneous (Individual Contract, Part-Time Request, Special Assignment, Other Increments to Salaries)
Page 17	Article XXIV	Insurance
Page 17	Article XXV	Fringe Benefits
Page 18	Article XXVI	Duration & Signatures
Page 19	Appendix A	Salary Schedule
Page 19	Appendix B	Extra-Curricular

## ARTICLE I: RECOGNITION

The Whitefish Township Community Schools Board of Education, Paradise, Michigan, hereinafter referred to as the Board, hereby recognizes the Whitefish Federation of Teachers, Paradise, Michigan, hereinafter referred to as the Federation, as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for Whitefish Township Community Schools, excluding the Superintendent and Principal. The Federation will inform the District of the names of officers and supply new names if changes occur.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the school and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

Board Rights - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- 1) to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- 2) to hire employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary
- 3) to establish grades and courses of instruction, advisable by the Board;
- 4) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- 5) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.
- 6) to establish reasonable rules and regulations.

The exercise of the foregoing 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 by specific and express 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 United States.

## ARTICLE II: PROFESSIONAL NEGOTIATIONS

Not later than March 1 of the calendar year in which this Agreement expires, the Board agrees to begin negotiating with the Federation over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of employment. Such negotiations will include, but not be limited to, the subjects covered by this agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Federation.

During negotiations, the Board and the Federation will present relevant data, exchange points of view and make proposals and counterproposals. At the request of the Federation, as of the time such information is made available to the Board, the Board will provide the Federation with documents relating to budgetary proposals, requirements and allocations which are presented to any regular meeting of the full Board or to any other governmental body. The Board will make available to the Federation for inspection, all pertinent records of the Whitefish Township Community Schools System at the written request of the Federation which request shall specify the records desired. Such records will be made available at the offices of the Board. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

If the negotiations described in this Section have reached an impasse, the procedure described in Act 379 of the Michigan Public Act of 1965 will be followed.

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated or signed this agreement.

Despite reference herein to the Board and the Federation as such, each reserves the right to act hereunder by committee or individual member of designated representative.

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board agrees not to negotiate with any teachers' organization other than the Federation in regard to changes in salaries or other conditions of employment to become effective during the term of this agreement.

### **ARTICLE III: GRIEVANCE PROCEDURE**

**DEFINITION** - A grievance is a claim by a teacher of the Federation that there has been a violation, misinterpretation, or misapplication of a provision of the collective bargaining agreement.

**PURPOSE** - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may, from time to time, arise. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted consistent with the terms of this agreement and that the Federation has been given opportunity to be present at such adjustment.

**PROCEDURE** - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding

level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### **LEVEL ONE**

Within five (5) working days of the alleged breach of the collective bargaining agreement, a teacher with a grievance will first discuss it with the principal or immediate supervisor, either directly or through the Federation's school representative, with the objective of resolving the matter informally.

### **LEVEL TWO**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance to the principal at Level One, s/he may file the grievance in writing with the Chairman of the Federation. The Chairman will present the written grievance within five (5) working days to the Superintendent of Schools and/or his/her designee.

2. Within ten (10) working days after receipt of the written grievance from the Chairman of the Federation, the Superintendent, and/or his/her designee, will meet with the aggrieved person in an effort to resolve the grievance at Level Two.

3. If the Superintendent and/or his/her designee does not receive the written grievance from the Chairman of the Federation within thirty (30) calendar days after the alleged breach of the collective bargaining agreement, the grievance shall be considered as waived.

### **LEVEL THREE**

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after meeting with the Superintendent and/or his/her designee, the Chairman of the Federation may forward the grievance to the President of the Board of Education. The Board President will present the written grievance to the full Board of Education within five (5) working days after receipt.

2. Within ten (10) working days after receiving the written grievance from the Board of Education President, the Board of Education will meet with the aggrieved person for the purpose of resolving the grievance. The final decision and resolution of the grievance at Level Three will be rendered by a vote of the Board of Education.

### **LEVEL FOUR**

1. If the aggrieved person is not satisfied with the disposition rendered by the Board of Education within ten (10) working days after meeting with the Board of Education the grievance may be submitted to Arbitration before an impartial Arbitrator.

2. If the parties cannot agree on the selection of an arbitrator within five (5) calendar days of the notification date that Arbitration will be pursued, s/he shall be selected by the

American Arbitration Association in accord with its rules which shall likewise govern the Arbitration proceeding.

3. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

4. Both parties agree to be bound by the award of the Arbitration and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any Arbitrator under this article shall be paid equally by the Federation and the Board of Education. All other costs involved shall be paid by the party incurring such costs.

## **RIGHTS OF TEACHERS OF REPRESENTATION**

A. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Federation or any other participant in the grievance procedure by reason of such participation.

B. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except they may not be represented by a representative or by an officer of any competing organization, other than the Federation. When a teacher is not represented by the Federation, the Federation will have the right to be present and to state its views at all stages of the grievance procedure.

## **MISCELLANEOUS**

A. If, in the judgment of the Federation, a grievance affects more than one of teachers, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

B. Decisions rendered at Level Two and Level Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Board President.

C. All documents, communications and records, dealing with the processing of a grievance, will be filed separately from the personnel files of the participants.

D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance.

E. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which they presently have, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief on the provisions of this Article.

F. In the course of investigation of any grievance, representatives of the Federation will report to the Superintendent and state the purpose of the visit immediately upon arrival.

It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Federation, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his/her own behalf or on behalf of the Federation, with any representative of the Board, will be released from assigned duties without loss of salary.

The Board will, upon written request, provide the Federation with any documents or available information which may be necessary for the Federation to process grievances under this agreement.

#### **ARTICLE IV: SALARIES**

The salaries of all persons covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof, Extra-curricular positions are on Appendix B, attached hereto. The teacher will receive their salary in twenty-six (26) bi-weekly payments made over a year. Extra-curricular salaries will be paid at an agreed upon time with the District Administrator and the coach.

#### **ARTICLE V: TEACHING HOURS AND TEACHING LOADS**

The workday will be established by the administration prior to the beginning of the school year and will not exceed 8 hours per day. If additional time is required to meet the number of hours of pupil instruction required under the Michigan School Code the parties will meet to negotiate a new schedule.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, power outages, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board. Teachers will receive their regular pay for days which are cancelled.

Total annual salary is based on the number of hours necessary to meet state laws regardless of whether the hours actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board.

Teachers may be required to remain after school, without additional compensation, for up to one and one-half (1 1/2) hours on two days each month to attend meetings called by the school Superintendent. These meetings will be chaired by the Superintendent or his/her designee. Teachers may, with the approval of the Superintendent, place appropriate educationally related items on the agenda.

Teachers may be required to attend not more than two (2) evening meetings per semester. Attendance at all other evening meetings will be at the option of the individual teacher.

All teachers will have one daily preparation time of not less than one high school class period. Each teacher shall be present 10 minutes prior to the beginning of the student day at which time teachers will be available for student assistance. And teachers shall either remain at school until 10 minutes after the end of the day or, without compensation, act as monitors on the bus routes.

Class sizes shall be limited to the smallest possible in order to better serve the students. The following are the guidelines agreed upon:

- 20 in combined elementary (K-6) classes
- 30 in combined middle/ high school (7-12) classes

If class sizes exceed 10% of the above stated maximums, a teacher aide will be provided at the request of the teacher.

#### **ARTICLE VI: NON-TEACHING DUTIES**

The Board and the Federation acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

To the extent possible, teachers will be assisted by the utilization of techniques, to perform non-teaching and administrative duties. Administrative duties will not become burdensome.

Teachers may be required to collect and transmit money to be used for worthwhile purposes throughout the school year. When they do handle money, they are required to tabulate or account for such money and turn it in to the office secretary for a receipt that they will keep for their records.

Any teacher called to emergency duty shall be excused, after administrative approval, from their duties for the duration of the emergency.

#### **ARTICLE VII: TEACHER EMPLOYMENT AND ASSIGNMENT**

The Board establishes as minimum requirements for initial employment of a teacher, the possession of a Bachelor's degree and a Michigan Elementary or Secondary Provisional Certificate or the equivalent. It is the responsibility of the teacher to maintain these requirements and provide proof to the administration of current and up-to-date credentials.

Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, the grades and/or subjects they will teach, and any special or unusual classes that they will have, not later than August 1, in all possible situations.

If a teacher serves as a substitute, he/she will be compensated at the teacher's hourly rate.

Teachers who leave for other than approved leaves of absences will, if rehired, upon returning to the system, be restored to the same position on the salary schedule at which they left if they have been continuously engaged in the field of education on a full time basis.

Upon returning to the system, teachers who have not been continuously engaged in the field of education on a full time basis will have one salary increment deducted from the position on the salary schedule at which they left for each year during which they were not so engaged; provided, however, that no teacher will be reduced below the allowable level of credit for outside experience.



Teachers who have opted to ride the Whitefish Township Community Schools bus to and from school during the regularly scheduled school day shall at as bus monitors with no additional compensation.

The Board agrees to adhere to its present policy of not hiring or assigning teachers on the basis of race, creed, religion, color, national origin or sex.

### **ARTICLE VIII: VACANCIES AND PROMOTIONS**

Whenever any professional vacancy on the administrative and supervisory salary schedule shall occur, the Board will publicize the vacancy to all instructional members and will include a general statement on the qualifications required. No vacancy will be filled, except on a temporary basis, within fourteen calendar days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Federation.

### **ARTICLE IX: SUMMER SCHOOL AND NIGHT SCHOOL**

Application by regularly employed teachers for summer school and night school will be filed with the Superintendent at least two months prior to the beginning of classes and such applications will be renewed by the teacher for each subsequent section. The decision of the Board on such applications and filling such vacancies, unless arbitrary, capricious or without basis in fact, will be final.

The provisions of this agreement will not apply to summer school and night school positions except as otherwise specifically set forth herein.

### **ARTICLE X: TEACHER EVALUATIONS**

Each teacher, upon his/her employment or at the beginning of the school year, shall be appraised of the specific criteria on which he/she will be evaluated. Training will be provided on the Board chosen evaluation process if available to all new staff members. A report will be issued to the teacher and placed in their personnel file; the signing of this evaluation report does not necessarily indicate agreement with this report. Any written disagreement by the teacher will be attached to the evaluation. The evaluation of teachers and the criteria used are not subject to the grievance and arbitration procedure. All teacher evaluations are subject to Michigan Department of Education enforcements and will be done to follow those guidelines.

### **ARTICLE XI: PERSONNEL FILES**

1. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file with an administrative person present. A union representative may be requested by the teacher to accompany the teacher in such review. The file is not to be taken from the main office.
2. The teacher may submit a written, dated notation regarding any material, and the same shall be attached to the file copy of the material in question.
3. A teacher shall be notified of and requested to sign material placed in his/her personnel file. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

4. If a teacher shall refuse to sign material to be placed in his/her personnel file, it shall be signed by that teacher's union representative. These signatures shall indicate that said teacher has been made aware of this material but has refused to sign it.

### **ARTICLE XII: TEACHER FACILITIES**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Federation and the Board.

The school will provide the following facilities insofar as possible:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A telephone to be used for work related calls will be available for staff.
3. A well-lit and clean teacher rest rooms, to the extent that these facilities may be provided without cost for construction or renovation of existing facilities.
4. In the interest of the health and safety of all students and teachers, the minimum standards for cleanliness as set forth by policy will be adhered to.

### **ARTICLE XIII: USE OF SCHOOL FACILITIES**

After the close of school and prior to 6:00 p.m., the Federation will have the right to use the school building without cost at reasonable times, on school days for meetings. The Superintendent of the building will be notified in advance of the time and place of all such meetings. All requests for the building use after 6:00 p.m. or on non-school days will conform to board policy. It is understood that the only cost to the Federation will be any additional service costs necessitated by such meetings.

It will be the policy of the Board that bulletin boards in the school will be used for the purpose of displaying educational material and other notices referring to the conduct of educational and student activities; provided, however, that there will be one bulletin board, which will be placed in the office for the purpose of displaying notices, circulars and other teacher organization materials.

The Federation may distribute materials through the teachers' mailboxes if it so desires. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Federation or any other teacher organization.

No teacher will be prevented from wearing pins showing membership in the Federation or any other teacher organization.

Teachers will not tutor for pay in the school building during the school year, unless they have the advance approval of the Superintendent. Teachers will not tutor their own pupils for pay during the teachers' work year.

#### ARTICLE XIV: SICK LEAVE

Teachers shall be entitled to fifteen sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick leave days may be accumulated from year to year with a maximum limit of 100 days.

Employees within this contract can pass up to 10 days of their sick time to other employees. A form is located in the office that needs to be signed by both parties. Transferring time is not mandatory.

In the event of absence of a teacher because of illness, in excess of three consecutive working days, the Board may require medical proof of absence.

Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre- and post- natal).

In addition to personal illness or injury, sick leave may be utilized for the following purposes:

1. One day when emergency illness or injury in the family required a teacher to make arrangements for necessary medical and nursing care.
2. A maximum of five days per school year for a critical illness in the immediate family. Further critical illness days may be granted at the discretion of the Superintendent.
3. A maximum of five days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
4. Any dental or medical appointments, eye examinations, or other health related appointments or consultation.
5. A maximum of three days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Superintendent's office. Examples of such are:
  - a) Emergencies, catastrophe, fire, accident, pallbearer.
  - b) Marriage or graduation of a member of immediate family and/or the employee himself.
  - c) Required court appearance involving no moral turpitude on the part of the employee.
  - d) Child born to wife.
  - e) Immediate member of family leaving for service.
  - f) Religious holidays when school is in session.

*Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, and persons living in the same household.*

## **ARTICLE XV: TEMPORARY LEAVES OF ABSENCE**

Leaves of absence with pay, chargeable against the teacher's sick leave will be granted as follows:

1. Three days each school year for legal, business, household, or family matters which require absence during school hours. The administration has the right to limit the number of staff taking personal days to the first two applications if more than two people ask for a personal day on the same day. Application for personal leave will be made at least seventy-two hours before taking such leave (except in the case of emergencies).
2. Teachers may be granted a leave of at least one day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any time will be within the discretion of the administration.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

A maximum of ten days per school year will be granted for persons called in temporary active duty of any unit of the U.S. Reserves of the Michigan National Guard, provided such obligation cannot be fulfilled on days when school is not in session. When missing school, guard or reserve pay will be deducted from school wages.

Teachers will notify the Superintendent immediately upon discovery that leave is required. Leave of absence will be applied for in writing except in case of emergency.

## **ARTICLE XVI: EXTENDED LEAVES OF ABSENCE**

### **A. Union Leave of Absence**

The Board agrees that one teacher, designated by the Federation will, upon request, be granted a leave of absence for one school year, without pay or increment, for the purpose of engaging in Federation (local, state or national) activities. The Superintendent will be notified in writing by March 1 of the school year preceding the school year for which the leave is requested.

### **B. Educational Leave of Absence**

With the approval of the Superintendent of Schools, an Educational Leave of

Absence will be granted with the following conditions:

- I. No more than one teacher will be absent on Educational Leave at any one time.
- II. Requests for Educational Leave must be received by the Superintendent in writing in such form as may be required by the Superintendent, no later than March 1 of the school year preceding the school year for which the Educational Leave is requested. Preference in granting such leave will be given on the basis of length of service in the system.
- III. The teacher has completed at least five consecutive full school years of service in the Whitefish Township Community Schools.
- IV. Educational leaves will be granted without pay, benefits or increment.

### C. Military Leave of Absence

A Military Leave of Absence will be granted (upon receiving notice to report for physical prior to induction) to any teacher who is inducted or enlists in any branch of the armed forces of the United States.

### D. Unpaid Leave of Absence

An Unpaid Leave of Absence without pay or increment of up to one year may, upon the approval of the Superintendent, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the superintendent.

### E. Political Leave of Absence

The Board will grant a leave of absence without pay or increment to any teacher to campaign for or to serve in a public office, such leave to be not less than one year nor more than one term of such office.

### F. Other Leaves

Other leaves of absence without pay or increment may be granted by the Board. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his/her accumulated unused sick leave benefit, accumulated at the time the leave commenced, will be restored to him/her.

All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least sixty days prior to the commencement, except in cases of emergency, and must notify the Board of his/her intention to return from such leave at least sixty days prior to return.

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay, benefits or increment for such time as is necessary for complete recovery from such illness.

## **ARTICLE XVII: STUDENT CONTROL AND DISCIPLINE**

The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel.

Any student who is determined by the administration, after consultation with appropriate professional people to be incapable of adjusting to the regular classroom, will be removed from such regular classroom if such removal is in conformance with appropriate State laws and regulations.

Within the first week of school, each teacher and parent will be given a set of school regulations concerning student conduct, dress and appearance.

## **ARTICLE XVIII: PROTECTION OF TEACHERS**

Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. The alleged assault will be promptly investigated by the Superintendent or designated representative. Under due

process of law, the superintendent or designee shall determine a suitable punishment for the assaulting student(s). The decision will be communicated to the teacher concerned.

If the assault is by a person who is not a student, the Board or its representative will promptly report the incident to the proper law enforcement authorities.

In either case (student or non-student) the Board will render all reasonable assistance and information to the teacher in connection with the handling of the incident by law enforcement, legal, and medical authorities.

During the term of this agreement, the Board will continue in effect its present insurance liability coverage for teachers.

Whenever a teacher is absent from school as a result of personal injuries caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary less the amount of any worker's compensation or other reimbursement made for temporary disability due to such injury for the period of such absence, not to exceed ten school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical physician. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous or equivalent position.

#### **ARTICLE XIX: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The parties recognize that in our rapidly changing society, teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes. Therefore, they agree as follows:

1. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend in-services, workshops, seminars, conferences, professional training schools or other professional improvement sessions at the request and/or with the advance approval of the Superintendent. The superintendent's decision shall be final. Each teacher will be allotted an annual amount of \$250.00 to be used at his or her disposal for purposes of professional development. Additional funds may be available upon the approval of the superintendent.
2. Included in the scheduled workdays, there should be at least one in-service Education Day each school year, on which the school will be closed, and workshops, seminars, and/or other programs designed to improve the quality of education will be held. Teacher attendance at these programs, up to the length of a normal workday shall be required.
3. In addition to the 180 days of instruction, teachers will be required to attend 5 days, or the equivalent of that, as professional development. These days will occur before and during the academic year. Teacher attendance at these programs, up to the length of a normal workday shall be required.

4. Teacher supervision of student teachers shall be strictly voluntary. At the same time, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility.

#### **ARTICLE XX: TEACHING MATERIALS**

The Board will provide sufficient, up-to-date texts and media in all subjects for each classroom in sets of such numbers as to provide a single copy of the same text for every student.

The Board will provide dictionaries and reference materials at the level needed for each grade.

Prior to changing a textbook or selecting a new textbook, the teachers affected shall be given the opportunity to meet and consult with the Superintendent or his/her designee regarding the proposed change or selection.

Each teacher shall be allotted an annual amount of \$250.00 to be used at his or her disposal for the purpose of purchases related to a teacher's teaching objectives. Examples of such purchases are, but not limited to books, developmental materials, and classroom materials. Materials are to remain in the district. Additional funds may be available upon the approval of the superintendent.

#### **ARTICLE XXI: GENERAL**

There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Federation or participation or non-participation in its activities.

Teachers will be informed of the appropriate steps to arrange for a substitute teacher.

When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closing will be given through the local radio stations at the earliest possible time. On such days, teachers will be notified via a phone call list or should listen to the local stations.

When a teacher speaks or writes as a citizen or as an employee for another employer, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the teacher to make it clear that he/she speaks as an individual and not on behalf of the district.

The Board shall furnish the Federation with the Whitefish Township Community Schools School Board Policy and will update policy changes.

The Board will, upon written request, provide the Federation with any public documents which will assist the Federation in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

The Federation will be provided, upon request, with copies of minutes of official Board meetings and all other pertinent printed materials that are distributed to Board members as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Federation at the superintendent's office prior to said meeting.

Copies of this agreement will be available on the school website for teachers.

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found to be contrary to law, that provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### **ARTICLE XXII: REDUCTION IN PERSONNEL**

It is hereby specifically recognized that the superintendent has the final right of assignment when it is necessary to reduce the staff, educational programs and curriculum.

### **ARTICLE XXIII: MISCELLANEOUS**

**INDIVIDUAL CONTRACT** - The individual contract, executed between each teacher and the Employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article if the individual position is eliminated.

**PART TIME REQUEST** - The Board may, at its discretion, allow a tenured teacher a reduction of his/her position from full time to part time employment upon receipt of a written request from the teacher to the Board. The employee will present this request to the Superintendent (at least 60 days prior to the date said part time employment is requested to commence). The Whitefish Township Community Schools School Board may at its discretion consider the request and may, at its discretion, review, approve, reject or modify the request.

A teacher who works less than full time will receive prorated salary and fringe benefits. However, in order to be eligible for said prorated conditions, a teacher's reduced assignment must be at least a half time. The prorated contribution will be paid to a designated carrier for the school district. A person working part time would receive a proportionate increase in the salary schedule if hired for the following year however would not receive a full increment on the salary schedule.

A teacher who requests and receives part time status may be returned to full time status at the exercise of the board's discretion. The teacher on part time status is also subject at all times to the layoff/recall position of the collective bargaining agreement. In addition, there is no guarantee the part time teacher will have either a part time or full-time position or be returned to his/her former teaching assignment for the school year(s) following completion of the approved part time teaching assignment. Additionally, teachers will not gain pay or increments.

With respect to all requests by a teacher for a change in quantity of teaching assignment, full to part time or part time to full, the board retains full discretion to accept, reject, or modify such requests with regards to making assignments. Factors such as, but not limited to, student enrollment, curriculum needs, availability of certified and qualified personnel (both current and possible future employees), and current and anticipated financial status of the school district.

**SPECIAL ASSIGNMENTS** -All overnight trips shall be chaperoned by a responsible adult chaperone. All sporting event trips transporting spectators shall be chaperoned. In the event that no staff is able to chaperone, the Board shall obtain other non-staff chaperones.

The Board will pay a gratuity of \$40.00 per overnight trip for chaperoning outside normal school hours.



The Board agrees to pay each teacher using his/her own car to transport any student for any authorized school purpose, which is approved by the Superintendent in advance, at the rate allowed by the Internal Revenue Service.

### **OTHER INCREMENTS TO SALARIES**

1. University Studies - After commencement of teaching duties in the Whitefish Township Community Schools, the Board agrees to pay 75% of each credit hour up to \$200.00 for up to ten credit hours per school year, for courses at accredited colleges or universities for which he/she receives college credit towards an approved course of studies. Staff needs to inform the Superintendent in writing prior to the start of the school year to explain how many credits they are taking and what the cost per credit hour is in order to be eligible for reimbursement.

- A. Part Time certified teaching employees working at least half time will have all parts of this section prorated according to job assignment. This includes percent of cost, amount of tuition and credit hour taken.
- B. Teachers are limited to job related courses in an approved college course of study.

2. Longevity - After five years of service in the Whitefish Township Community Schools, teachers will be granted an additional five hundred dollars (\$500) per contract year, an additional five hundred dollars (\$500) after ten years, an additional five hundred dollars (\$500) after fifteen years, and an additional fifteen hundred dollars (\$1500) after twenty years of service in the Whitefish Township Community Schools.

### **ARTICLE XXIV: INSURANCE**

The Board will provide a cap payment towards a district-wide health care coverage in the amount of single employee, employee and spouse, or full family in a manner that is reviewed annually and set forth according to State of Michigan Department of Treasury.

The Board will provide Dental and Vision plans that are agreed upon by both sides which offer substantially the same benefits, coverage and co-pays as the current plan, but which may reduce the per person cost to the Employer and cost to the Employee.

Individuals who are employed on a full time basis may elect to not take their health insurance and substitute a Board purchased annuity or cash payment in the amount of fifty (50) percent of the current single employee insurance cap to be paid over the course of the calendar school year.

### **ARTICLE XXV: FRINGE BENEFITS**

Whitefish Township Community Schools district employees that are willing to help monitor lunch time recess will have their meals given to them at no charge.

Upon retirement from Whitefish Township Community Schools, after putting in a minimum of ten years, any unused sick time will be paid out at a rate of forty dollars (\$40.00) per day up to a maximum of one hundred (100) days.

**ARTICLE XXV: DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2020 and shall continue in effect until the 30th day of June 2021.

Approved by Board resolution:

Approved by WFT:

Motion by: \_\_\_\_\_

Date: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
President (Date)

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
Chief Negotiator (Date)

**APPENDIX A**

The pay for current employees shall be as follows for the 2020-2021 school year.			
Name	Date Hired	Current	3 %
		19-20	20-21
Mikal Doke	08/19/2014	\$42,271.60	\$43,539.75
Roberta Bourque	01/13/2016	\$36,819.54	\$37,924.13
Heidi Kuehne	06/20/2016	\$35,046.21	\$36,097.60
John Griebel	06/20/2016	\$41,913.69	\$43,171.11
Peggy Imhoff	06/20/2016	\$41,112.66	\$42,346.04
Vince Gross	01/04/2018	\$53,055.00	\$27,323.33
Sean Stark	08/01/2019	\$35,000.00	\$36,050.00

Whitefish Township Community Schools Board of Education agrees to pay a 3% salary increase to all employees listed above for the 2020-2021 school year.

Staff members that have been rated Effective or Highly Effective through a state approved teacher evaluation system will receive a one-time stipend in the amount of \$500 to be paid at the end of the evaluation cycle.

New hires after July 1, 2020 will begin no lower than the base salary of \$33,000.00 and no higher than \$55,000.00.

**APPENDIX B**

**EXTRA CURRICULAR**

The Board agrees to pay, in addition to their regular salary, the pay in a one-time lump sum upon completion of the special duties to be approved prior to the start by the Superintendent will be paid:

Varsity Volleyball	\$2000.00	Junior Varsity Sports	\$1250.00
Varsity Cross Country	\$2000.00	Varsity Clubs	\$1000.00
Varsity Golf	\$2000.00	Yearbook	\$1000.00
Varsity Track and Field	\$2000.00	Middle School Clubs	\$ 750.00
Varsity Soccer	\$2000.00	Elementary Athletics and Clubs	\$ 750.00
Varsity Basketball	\$2000.00	Greenhouse Supervision	\$6000.00

The teachers agree that if a teacher is ever removed from an extra-curricular position by the administration, the Board has the right to deny that position to that teacher at any time in the future.

A list of minimum rules and responsibilities for each extra-curricular position will be given to each teacher prior to or at the time of acceptance of any extra-curricular position. The teacher will be paid at an agreed upon time with the Administrator.

In the event that there are monetary responsibilities it will be the responsibility of the extra duty position to tabulate and total all expenditures and revenues of the extra duty assignment.