

MASTER CONTRACT

BETWEEN THE

WHITTEMORE-PRESCOTT
AREA SCHOOLS

AND THE

WHITTEMORE-PRESCOTT
EDUCATION ASSOCIATION

2010 - 2012

BOARD OF EDUCATION

STATEMENT OF ASSURANCE OF COMPLIANCE **WITH FEDERAL LAW**

The Whittemore-Prescott Board of Education complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Whittemore-Prescott Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, marital status, sex, or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise subjected to discrimination in any program or activity for which it is responsible for which it receives financial assistance from the United States Department of Education.

This Statement of Assurance replaces any and all prior Statements made by the Board. Complaint procedures regarding non-compliance to the above are posted in all school buildings in the school district and list the Board designees to hear such complaints.

PUBLIC NOTICE

As a recipient of Federal funds for various educational programs, Whittemore-Prescott Area Schools recognizes and agrees with Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, as amended.

Complaints or notices of non-compliance with the articles of either of the above Acts shall be directed in writing in the following manner:

Step 1. Initial complaints are to be made to the designated person whose responsibility it is to investigate complaints within the school district. The following person is said designee:

Ted Matuszak
Whittemore-Prescott Area Schools
(989) 756-2500

If resolution of said complaint has not occurred to the satisfaction of all parties within 15 calendar days, Step 2 may be initiated.

Step 2. Notice to the Superintendent of Whittemore-Prescott Area Schools for resolution of said complaint. If, within 15 calendar days, a resolution is not found, proceed to Step 3.

Step 3. Notice to the Superintendent of Whittemore-Prescott Board of Education for consideration at the next regularly scheduled meeting of the Board. If resolution cannot be found within 45 calendar days, proceed to Step 4.

Step 4. Notice to the Office of Civil Rights, Department of Health and Welfare, Washington, D.C. 20201.

The above adopted by resolution by the Whittemore-Prescott Area Schools Board of Education on October 11, 1976, and on May 12, 1980, respectively.

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MASTER CONTRACT

AGREEMENT

This Agreement entered into this 29th day of July, 2011, by and between the Whittemore-Prescott Area Schools Board of Education, hereinafter called the “Board” and Whittemore-Prescott Education Association, hereinafter called the “Association.”

The Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools as prescribed by Michigan school law, and not inconsistent with the terms of this Agreement.

WITNESSETH

The parties subscribe to the following principles:

1. School Buildings, School Boards, School Administration and Teachers exist for the education of the citizenry.
2. Each part of the education family must exchange ideas and viewpoints in a democratic manner, to work toward the improvement of the educational programs.
3. Under Michigan law, it is necessary to formalize methods and techniques by which democratic exchange may take place.
4. As American culture becomes more urban and school systems grow in size, it is necessary that educational groups rather than individuals express conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. EXCLUSIVE REPRESENTATIVE

The Board hereby recognizes the Association as the exclusive bargaining representatives as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, and professional librarians. The term “teacher,” when used hereinafter in this agreement, shall refer to all employees represented by the Association as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with any teacher’s organization other than the Association for the duration of this Agreement.

Any teacher who is not a member of the Association (in good standing*) or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representative Benefit Fee to the Association an amount equal to the Professional Dues for the Association provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Subsection 2. In the event that a teacher shall not pay such representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in Subsection 2, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate costs of obtaining and administering the benefits to be received hereunder. (**Good Standing defined as meaning membership fees have been paid or Representation Benefit Fee has been paid.*)

The procedure in all cases of discharge for violation of this article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

With respect to all sums deducted by the Board pursuant to authorization or the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

B. ENFORCEMENT

Since this is a joint contract between the Whittemore-Prescott Education Association and the Whittemore-Prescott School Board, both parties will cooperate and take equal responsibility for the enforcement of Article I, Section B, Subsection 1.

Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under Michigan School Laws including the Revised School Code. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.

C. CERTIFICATION

Teachers are professional employees with the responsibilities of maintaining current certification.

D. SCHOOL IMPROVEMENT PARTICIPATION

Given the requirements of Section 1277 of the Revised School Code, 1990 PA 25, as amended the Board recognizes the importance of everyone's input into the educational policies and practices at Whittemore-Prescott and shall make every attempt to insure that all segments of the educational community have input into that process. The Superintendent of Schools will be the monitor of this process and will make recommendations to appropriate program administrators to insure that the qualifications required by law are met concerning this issue.

**ARTICLE II
TEACHER'S RIGHTS**

A. RECOGNITION OF RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, the Public Employment Relations Act (PERA) the Board hereby agrees that every employee of the Board recognized in Article I, Paragraph A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection.

B. MICHIGAN EMPLOYMENT RELATIONS COMMISSION

The Board and the Association specifically recognizes the right to appropriately invoke the assistance of the Michigan Employment Relations Commission (MERC) including mediation and fact finding.

C. FACILITY USE

The Association and its members shall have the right to use school buildings and facilities in accordance with set School Board Policies.

D. INFORMATIONAL REQUESTS

The Board agrees, in response to request of the Association, to make available within one week information concerning the financial resources of the district, tentative budgetary requirements and allocations which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of its members. This information shall be available in the Board Office and under the direction of the Superintendent of Schools. Also available shall be information which may be necessary for the Association to process any grievance or complaint of a teacher with written permission of the involved teachers, except confidential information. This does not require the Board to compile information.

E. DISCIPLINARY ACTION

If a teacher is to be disciplined, suspended, discharged or reprimanded by the Board or its agents, he or she shall be entitled to have a requested representative of the Association present. No employee will be suspended, reprimanded or discharged without just cause (referencing Daugherty 7 tests) and due process. This does not apply to probationary teacher non-renewal for the first two years of probation. The disciplinary history of the employee will be considered when determining the appropriateness of such discipline. A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

1. Oral Warning
2. Oral Reprimand (documented)
3. Written Reprimand
4. One day suspension without pay
5. Three days suspension without pay
6. Further suspension without pay up to and including discharge

No suspension shall adversely affect any other rights or benefits under this agreement. The parties recognize that the severity of an offense may accelerate the above progression of disciplinary steps.

F. SENIORITY LIST

The Superintendent of Schools shall provide the Association with an updated seniority list by October 1st of each year.

**ARTICLE III
PROFESSIONAL COMPENSATION**

A. SALARIES

The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in the terms of the Agreement. It is agreed, that if the term of this Agreement exceeds one (1) year, either party may request the reopening of

said salary schedules by written notice to the other party at least sixty (60) days prior to the first of April of every year of this Agreement.

The salary schedule is based upon the professional person's normal teaching duties which shall occur within a regular school day and a regular school year. It is recognized that due to the nature of the teaching profession, the regular school day may include activities before or after the end of the students' day such as attendance at IEP meetings and conferences with parents/guardians and students. This section does not include parent-teacher conferences that occur in the fall and spring as scheduled in the district-wide calendar.

No teacher can advance more than one step vertically at a time. A teacher may advance one or more steps horizontally and one step vertically at a time. To qualify for horizontal movement, a teacher must take classes that are part of a planned program for a master's degree or recertification; and/or classes of the graduate level in their field of specialization. A teacher will qualify for a horizontal step movement on either September 1 or February 1. Official documentation will be presented to the Superintendent's office prior to these dates of September 1 or February 1 in order to qualify for a horizontal step movement by those dates.

B. TUITION REIMBURSEMENT

The Board of Education will reimburse any teacher presently employed with the Whittemore-Prescott Area Schools the tuition cost less any stipend a teacher may receive for any work beyond the permanent or continuing certificate if such classes are part of a planned program for a master's degree in their field of specialization with Superintendent's approval. The granting institution must be an accredited educational institution, authorized to grant a master's degree. Any teacher hired after **August 30, 1979** will not receive any tuition reimbursement after the permanent or continuing certificate.

C. MEET AND CONFER

The parties further agree to meet and confer should the District experience financial exigencies and request that the Association assist in addressing and remediating exigencies.

D. CONTINUING CERTIFICATE

Members of the staff who possess vocational certificates and are required to attend classes or meetings to maintain those certificates shall be compensated. Compensation shall consist of \$8.00 per class or meeting hour, mileage reimbursement and any tuition payment that is involved.

E. MISCELLANEOUS BENEFITS

1. The Board of Education shall provide for the employee an insurance package as follows:

BCBS Flexible Blue Plan 4 Medical Coverage
Deductible: \$3,050/single, \$6,150/2 person or Full Family
Rx: \$10/60 co-pay
Deductible and Rx co-pays will be reimbursed by the district through a 3rd party.

LTD - 60% of Max Eligible Salary, Maximum Monthly Benefit \$2,500.00; Max Eligible Monthly Salary \$4,167.00

LIFE INSURANCE - \$20,000

ACCIDENTAL DEATH & DISMEM. - \$20,000

VISION – **Equivalent to MESSA VSP 3**

DENTAL – Class I, II, & III – 80%/80%/80%:\$2,000 ANNUAL MAX.

Class IV – 80% 2,000.00 Lifetime Max
Two Cleanings per Year
No Adult Orthodontics

Any changes in the coverage must be with mutual consent.

2. WPEA staff under this agreement will be responsible for paying \$365.65 monthly for the 2011/12 school year. To provide some assurance the district agrees to continue to pay the insurance deductible and Rx co-pays as established for the 11/12 school year for the 12/13 school year. Wages and insurance contributions will be negotiated for the 12/13 school year. It is further understood that the employee contribution will not exceed the current 24.97% for the 12/13 school year. The Board shall payroll deduct the employee's cost of the health insurance premium rate using the cafeteria plan in place.

THE PARTIES AGREE TO MEET AND REVIEW VARIOUS OTHER INSURANCE OPTIONS AND PROGRAMS AVAILABLE DURING THE LIFE OF THIS AGREEMENT.

EMPLOYEES NOT WISHING ABOVE INSURANCE

PLAN "B"

3. The Board shall provide without cost to the employee not wishing to take Plan "A," a Plan "B" as follows:

Any changes in coverage must be with mutual consent.

LTD - 60% of Max Eligible Salary, Maximum Monthly Benefit
\$2,500.00; Max Eligible Monthly Salary \$4,167.00

LIFE INSURANCE - **\$20,000**

ACCIDENTAL DEATH & DISMEM. - **\$20,000**

VISION – **Equivalent to MESSA VSP 3**

DENTAL – Class I, II, & III – 80%/80%/80%:\$2,000 ANNUAL
MAX.

Class IV – 80% 2,000.00 Lifetime Max

Two Cleanings per Year

No Adult Orthodontics

The above Option B package will be paid by the Board. An additional amount will be paid by the Board as a cash option **according to the schedule below and** in accordance with the plan adopted by the Board pursuant to section 125 of the Internal Revenue Code.

<u># of Staff</u>	<u>Cash-in-Lieu Amount</u>
1-6	\$1,800
7	3,000
8	3,500
9	4,000
10	4,500
11	5,000
12	5,500
13	5,500
14	5,500
15	5,500

Employees may use the cash option to purchase annuities. Annuity plans available are:

American United Life
Capital Guardian Trust Co.
Design Underwriting
Equitable
Farm Bureau Ins.
Jackson National Life
Janus Service Group
Legends Group
Penn Mutual
Paradigm Equities
USAA Insurance
Valic
Vanguard

OTHER BENEFITS

G. WORKERS COMPENSATION

If a teacher is receiving workers compensation benefits due to an on-the-job injury, the board shall pay the difference between the teacher's regular salary and the workers compensation benefits for the period ending the date that the teacher becomes eligible to receive long term disability benefits or the date which falls thirty (30) days after the teacher's accumulated sick leave is exhausted, whichever occurs sooner. The board, teacher and Association shall take an active part regarding settlement of any workers compensation claim.

H. PROFESSIONAL ASSOCIATION DAYS

Will be granted with full pay and shall not count as personal leave, at the discretion of the Superintendent.

I. PROFESSIONAL DAYS

Mileage may be paid, if school car is not used, at the discretion of the Superintendent.

J. PAYROLL ADJUSTMENTS AND HOURLY WAGES

Will be based on 191 days for the term of this Agreement according to the following calculation: 180 school days plus the paid holidays, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and five in-service days. Contracts will be issued based on number of days listed above.

K. SICK LEAVE

Sick leave shall be fifteen (15) days per school year and seventeen (17) days for twelve month employees. Three (3) of these days shall be allowed for personal business. These days may accumulate to one hundred (100) sick days.

Teachers' contracts may be based on 21 pays or 26 pays at the option of the teacher. Sick leave days shall accumulate as follows: 2 days in September, 2 days in October, 2 days in November, 1 day in December, 2 days in January, 2 days in February, 1 day in March, 1 day in April and 2 days in May. The days shall be accumulated on the first day of each month. All 12 month employees must be paid on the 26 pay system.

L. UNUSED SICK LEAVE REIMBURSEMENT

For any unused sick day over the 100 accumulated days, teachers or their beneficiary will be reimbursed \$35 per day at the end of each school year. The number of accumulated sick days shall be stated on the first paycheck stub of each year.

M. SICK DAY REIMBURSEMENT AT SEPARATION

The Board shall reimburse the teacher or his/her beneficiary at separation for each unused sick day up to a maximum of 100 days. To receive separation pay the following criteria must be met:

1. The teacher must meet the retirement guidelines of Michigan Public School Employee Retirement System (MPERS). The money from the sick day reimbursement may be used to satisfy MPERS guidelines.
2. The teacher must have a minimum of 10 years of service at Whittemore-Prescott Area Schools.
3. The request for payment must be made to the board according to the following schedule.

<u>Notification Date</u>	<u>Amount/Day</u>	<u>Maximum Amount</u>
By April 1	\$110.00	\$11,000.00
By May 1	\$105.00	\$10,500.00
By Last teacher workday up to 1 st day of following year.	\$100.00	\$10,000.00

The teacher will have the option of a lump sum payment by June 30th of the current year, or after January 1 and before January 31 following the year of separation, or to use it to purchase years of Universal Service Credit. If used to purchase years of service, the amount must be paid by the last teacher workday of the current year.

All teachers meeting the criteria above will receive this payment.

N. JURY DUTY

No sick days or personal business days will be charged against a teacher who must serve jury duty or is subpoenaed to appear in court. The teacher shall receive his full salary less the per diem pay. A teacher shall not be entitled to compensation for being subpoenaed to appear in court if:

1. The subpoena involves a criminal proceeding in which the teacher is a party.
2. The teacher was subpoenaed by a member of his/her immediate family.

No sick days will be charged against a teacher when school is not in session.

O. EXPERIENCE CREDITS

The Board shall have discretion to grant experience credit on the salary schedule when hiring new teachers. There shall be no limit upon the amount of salary schedule

experience credit which may be given for experience in an accredited school for teachers who did not forfeit tenure in the previous school. No more than five (5) years of salary schedule experience credit will be given to teachers for experience in a non-accredited school or teachers who forfeited tenure in the previous school.

P. PRO-RATED TIME

Teachers working for more than the regular school year will be paid in accordance with the pro-rated salary schedule and time worked. These would include: the teachers of home economics, counselor and librarian. In order to qualify for this extra salary, these teachers must be in regular teaching situations and not in jobs that can be done by non-professional employees.

Q. QUALIFICATIONAL REQUIREMENTS

No new teacher will be employed by the Board for a regular K-12 teaching assignment who does not possess a bachelor's degree from an accredited college or university, a provisional, a permanent, or a continuing certificate, and a prescribed student teaching experience under the direction of a certified teacher or teachers in a K-12 district. Except in the area of special vocational programs, every effort will be made to hire a teacher with a bachelor's degree. If there are two qualified candidates, preference will be given to the person with a bachelor's degree. This section shall not be construed as limiting the Board's right to hire non-certified teachers in accordance with Section 1233 of the Revised School Code.

R. EXTRA-CURRICULAR ITEMS

Extra-curricular items may be included in the contract, but are not actually paid to the teacher until the activity has been terminated or at the end of the school year, provided the activity has been satisfactorily carried out. If the activity is not completed satisfactorily, the teacher shall be notified within five (5) work days of completion of the items that need attention. Otherwise the activity shall be considered successfully completed. This is to be determined by the superintendent, principal, and, in the case of a person in athletics, the athletic director. These persons would also have the responsibility of counseling a teacher if said teacher is not working up to standard in the assigned capacity.

If extra-curricular activities are taken care of during the regular school day, no extra pay will be given. Compensation for curriculum and school improvement work beyond the school day as approved and verified by building administrator will be at the rate of \$25.00/hr (see page 15)

S. PERSONAL CAR USE

Teachers, who use their personal car for school business, or to drive between buildings as part of their assignment, shall be entitled to compensation. The Board will reimburse at the current IRS rate for mileage. This reimbursement must be approved in advance by the Superintendent and used only when a school vehicle is not available.

T. TIME OF DISBURSEMENT

Disbursement of salaries which has as a matter of past practice (and not in conflict with language elsewhere) been made on salary paydays shall be made no later than two (2) weeks from date of satisfactory completion. All other reimbursement except tuition shall be made within thirty-five (35) days from completion or application to the Superintendent. Tuition shall be paid twice per year – October and February.

U. DEPARTMENT HEADS

(Department Head choices should encourage rotation throughout the staff, but is not mandatory)

- 1 Responsibilities for Secondary Department Chairs; Middle School and High School – each building has a department chair for each department. (Must be a Tenured Teacher – Not less than 5 departments):
 - a. Responsible for preparing requisition lists for texts, materials, and supplies for their individual department.
 - b. Keep a running record of material available for each department. Have that inventory available for administration.
 - c. Coordinate Department meetings with Administration concerning programs and practices within the Department and School Administration.
 - d. Act as liaison between Administration and members of their Department.
 - e. Aid new members of the staff who may not be acquainted with the programs and practices within the Department and school administration.

- 2 Responsibilities for Elementary Grade Level Department Chair (One per Grade Level (Must be a Tenured Teacher)):
 - a. Responsible for preparing requisition lists for texts, materials, and supplies for their individual department.
 - b. Keep a running record of materials available for their department; have that inventory available for administration.
 - c. Coordinate grade level meetings with Administration concerning programs and practices within the grade level and school administration.
 - d. Act as liaison between Administration and their Department.

- e. Aid new members of the staff who may not be acquainted with the programs and practices with the department and school administration.
- 3 Responsibilities of Early Childhood: Chair: (Must be tenured teacher):
- a. Responsible for preparing requisition lists for tests, materials, and supplies for their individual department.
 - b. Keep a running record of materials available for each grade level. Have that inventory available for Administration.
 - c. Coordinate grade level meetings with Administration concerning programs and practices within the grade level and school administration.
 - d. Act as liaison between Administration and their Department.
 - e. Aid new members of the staff who may not be acquainted with the programs and the practices within the Department and within the school district.
- 4 Selection of the Department Head in the Middle School and High School shall be as follows:
- a. Each teacher shall be assigned to one or more departments.
 - b. Teachers within each department shall recommend two candidates for department head, who will be appointed by the superintendent and building administrator.
 - c. Position is a non-tenure assignment.
 - d. A committee of two teachers and the High School and Middle School Principals shall work to establish each department and assign respective teachers to these departments. There shall be not less than 5 departments.

- 5 Selection of the Department Head – Elementary Grade Level
 - a. Each teacher shall be assigned to either an Early Childhood, 1-4 assignment.
 - b. Teachers within each department shall recommend two candidates for building head, who will be appointed by the superintendent and building administrator.
 - c. Position is a non-tenure assignment.
- 6 Department Head/Building Heads shall be full time, certified, tenured employees.
- 7 Pay for Department Chair/Grade Level Chair/Building Head:

High School	\$250
Middle School	\$250
Elementary Grade level	\$250
Early Childhood	\$250

Said payments can be paid only at the end of the year after all duties are successfully completed. Successful completion to be determined by an overall evaluation (oral and/or written) by the Superintendent and Building Administrator.

V. LONGEVITY

1. All longevity payments will become part of the teacher’s base salary and are based upon the following schedule.

School Year 10/11, 11/12

Step 15 (Eligible after 14 years with the district) = Step 11 + \$1,500.00
 Step 20 (Eligible after 19 years with the district) = Step 11 + \$2,000.00
 Step 25 (Eligible after 24 years with the district) = Step 11 + \$3,000.00

Teacher Salary Schedule 10/11 & 11/12*

Step	BS	BS+20	BS+30 or MA	BS+50 MA+20	BS+60 MA+30
1	32148	33251	34372	35502	36618
2	33925	35091	36268	37461	38635
3	35798	37031	38271	39523	40773
4	37770	39070	40383	41705	43020
5	39855	41220	42610	44005	45387
6	42046	43495	44955	46427	47889
7	44364	45891	47432	48987	50530
8	46808	48412	50045	51998	53311
9	49383	51082	52797	54529	56244
10	51201	52924	54666	56423	58164
11	53772	55550	57343	59154	60946

***TEACHER SALARIES
2011/2012 SCHOOL YEAR**

WITH NO STEPS	STP	B.S.	B.S.+20	B.S.+30 OR	B.S.+50 OR	B.S.+60 OR
				M.A.	M.A.+20	M.A.+30
STEPS SHOW 1.35% INCREASE	1	32,582	33,700	34,836	35,981	37,112
BASED ON STUDENT ENROLLMENT	2	34,383	35,565	36,758	37,967	39,157
	3	36,281	37,531	38,788	40,057	41,323
	4	38,280	39,597	40,928	42,268	43,601
	5	40,393	41,776	43,185	44,599	46,000
	6	42,614	44,082	45,562	47,054	48,536
	7	44,963	46,511	48,072	49,648	51,212
	8	47,440	49,066	50,721	52,700	54,031
	9	50,050	51,772	53,510	55,265	57,003
	10	51,892	53,638	55,404	57,185	58,949
	11	54,498	56,300	58,117	59,953	61,769

EXTRA-CURRICULAR SALARIES

ATHLETICS

2003-2004 BASE SALARY: \$4,869
2004-2005 BASE SALARY: \$5,015
2005-2006 BASE SALARY: \$5,015

LONGEVITY: AN ADDITIONAL 2.5% AFTER 5 YEARS
AN ADDITIONAL 5.0% AFTER 10 YEARS
AN ADDITIONAL 2.5% AFTER 15 YEARS
10.0%

<u>ACTIVITY</u>	<u>BASE%</u>
HEAD FOOTBALL	95.0%
VARSITY ASSISTANT FOOTBALL	70.0%
J.V. FOOTBALL	65.0%
J.H. FOOTBALL	35.0%
HEAD GIRLS' BASKETBALL	95.0%
J.V. GIRLS' BASKETBALL	70.0%
J.H. GIRLS' BASKETBALL	35.0%
CROSS COUNTRY (BOTH)	70.0%
HEAD VOLLEYBALL	85.0%
J.V. VOLLEYBALL	65.0%
FRESHMAN VOLLEYBALL	40.0%
HEAD WRESTLING	85.0%
ASSISTANT WRESTLING	60.0%
HEAD BOYS' BASKETBALL	95.0%
J.V. BOYS' BASKETBALL	70.0%
FRESHMAN BOYS' BASKETBALL	45.0%
J.H. BOYS' BASKETBALL	35.0%
HEAD BASEBALL	75.0%
JV BASEBALL	60.0%
HEAD SOFTBALL	75.0%
JV SOFTBALL	60.0%
HEAD TRACK	70.0%
TENNIS	70.0%
HEAD SOCCER	70.0%
JUNIOR HIGH TRACK (BOTH)	25.0%
FALL CHEERLEADING	35.0%
WINTER CHEERLEADING	40.0%
J.H. WINTER CHEERLEADING	30.0%

EXTRA-CURRICULAR SALARIES

NON-ATHLETIC

2002-2003 BASE SALARY: \$4,654
 2004-2005 BASE SALARY: \$5,015
 2005-2006 BASE SALARY: \$5,015
 Curriculum/School Imp: \$25.00/hr

LONGEVITY: AN ADDITIONAL 2.5% AFTER 5 YEARS
 AN ADDITIONAL 5.0% AFTER 10 YEARS
 AN ADDITIONAL 2.5% AFTER 15 YEARS
 10.0%

ACTIVITY	BASE%
YEARBOOK	65.0%
H.S. STUDENT COUNCIL	35.0%
J.H. STUDENT COUNCIL	20.0%
SENIOR BAND	60.0%
JUNIOR BAND	30.0% or (15%)
PEP BAND	25.0%
FFA	40.0%
FCCLA	40.0%
SENIOR ADVISOR	60.0%
JUNIOR ADVISOR	60.0%
ALTERNATIVE EDUCATION ADVISOR	45.0%
SOPHOMORE ADVISOR	30.0%
FRESHMAN ADVISOR	30.0%
6 TH GRADE ADVISOR	10.0%
8TH GRADE ADVISOR	25.0%
7TH GRADE ADVISOR	25.0%
NATIONAL HONOR SOCIETY	35.0%
KNOWLEDGE BOWL	35.0%
SCIENCE OLYMPIAD	40.0%
S.A.D.D.	25.0%
VARSITY CLUB	35.0%
FRENCH CLUB	25.0%
DRAMA CLUB	60.0%
JUNIOR HIGH DRAMA CLUB	30.0%
MEAP DISTRICT COORDINATOR	25.0%
BUILDING MEAP/MME COORDINATOR (3)	12.5%

Coaches/sponsors of athletic or non-athletic extra curricular activity that extend beyond the regular schedule through Board approved competition will receive additional compensation as listed:

	<u>Head Coach</u>	<u>Varsity Assistant</u>	<u>*Head Coach</u>	<u>*Assistant Coach</u>
District Team Championship:	\$250	\$200	NA	NA
Regional Team Championship:	\$300	\$250	\$300	\$250
State Team Championship or Runner Up:	\$400	\$300	\$400	\$300

*Competitions where districts are not held.

1. Teachers/coaches may be paid on a pro-rated basis before their extra-curricular activity is completed if unforeseen circumstances* make it impossible for him/her to complete their assignment. (**Illness, death, accident, termination of employment.*)
2. Teachers in a year-long activity (i.e., Yearbook) may have the option of half payment at the end of their first semester and half payment at the end of the second semester.
3. All employees with extra-curricular duties shall be paid on the B.S. Salary Schedule.
4. Other activities not included shall be determined by committee of the WPEA and the Superintendent.
5. These percentages shall include the extra week of football in the fall, and any extra tournament play in the spring sports schedule. It shall also include extra band performances during the summer and getting ready for all football half-time shows.
6. Within ten (10) days after an extra-curricular activity has ended, the Superintendent or his designee must notify, in writing, the coach, advisor and sponsor that he/she will not be recommended to the Board at a regularly scheduled meeting for that position for the next school year. Extra-curricular activity assignments are non-tenure assignments. The Board shall have the discretion to not employ or re-employ a teacher in an extra-curricular assignment. Following the regular Board meeting, the coach, advisor, or sponsor will within ten (10) days notify the Superintendent, or his designee, his or her acceptance or rejection of said activity. Except for those positions directly connected with an assigned class (e.g., band, choir, yearbook, play/drama) any assignment in addition to the normal teaching schedule during the regular school year (e.g., driver education, coaching positions) shall not be obligatory, but shall be with consent of the teacher.
Senior Band extra curricular shall also include the performance of the choir during concert programs. If Junior Band performance occurs on the same evening as the Senior Band, then the Junior Band reimbursement shall be reduced to 15% of base.
The elementary music teacher will be responsible for an after school elementary performance for each grade level. A job description will provide additional clarification.
7. There will be a minimum job description available for all extra-curricular activities,

which if not completed, their pay will be pro-rated accordingly.

**ARTICLE IV
TEACHING HOURS**

A. TEACHING HOURS

The teacher's normal teaching hours in the Whittemore-Prescott Area School shall be as follows:

1. Teachers will check into their classrooms 15 minutes prior to the beginning of the school day.
2. Teachers will remain at the school at least 15 minutes after school is dismissed.
3. Unless permission is granted by the building principal, teachers shall leave no earlier than the above time.

B. ELEMENTARY PREPARATION TIME

Elementary teachers shall be entitled to two and one-half (2.5) hours of preparation time per week as scheduled by the building principal unless there are no non-certified personnel to supervise the building. In the event that all or any portion of said preparation time is used while students are on recess and there are no non-certified personnel to supervise the recess(es), faculty members may only then be asked to supervise the playground area and they shall be paid on the B.S., Step 1 scale, prorated (187 days/6 hours per day). When volunteers are not numerous enough, members of the staff at that building shall be assigned on a rotating basis. Noon recess shall be duty free. In the event that a teacher's preparation time falls below two and one-half (2.5) hours in any given week, the teacher will be paid for the lost time at the rate stated above.

C. MIDDLE & HIGH SCHOOL PREPARATION TIME

Middle School and high school teachers shall be entitled to one (1) preparation period per day with said preparation time being no longer than fifty-five (55) minutes per day. However, in the event substitute teachers are not available to substitute for other faculty who are absent, teachers on preparation period may be asked to substitute. They shall be paid on the B.S., Step 1, prorated (187 days/6 hours per day).

D. BUILDING MEETINGS

Teachers may be required to attend building meetings whenever requested by the building principal but not to exceed three (3) per month. It shall be the administration's responsibility that all teachers are notified (except in cases of emergency) at least three days in advance of any meeting. Teachers are required to attend building meetings except those absent from school that day or those excused by the administration.

ARTICLE V
TEACHING LOADS, TRANSFERS AND ASSIGNMENTS

A. DEFINITIONS

A transfer shall be defined as a change from one building to another. A reassignment shall be defined as a change in the teacher's grade assignment in the elementary school grades and a change in the teacher's subject assignments in the secondary and middle grades.

B. DISTRIBUTION OF WORK

The Board shall hold the administration responsible for the equitable distribution of work among members of the staff.

C. CLASS PERIODS

Wherever possible, teachers shall teach no more than six periods where a secondary day consists of seven periods, or no more than five periods where a secondary day consists of six periods. In the event that the district adopts the "block scheduling" concept, the Association agrees that each teacher will receive the equivalent of five periods of release time (no scheduled class) per week as was scheduled during the 1997-1998 school year. No teacher in the secondary schools shall have more than four preparations per marking period unless requested by the teacher.

D. SUBSTITUTES

The Superintendent of Schools shall maintain an active list of persons qualified to act as substitute teachers.

E. ASSIGNMENT WITHIN SCOPE OF TEACHING CERTIFICATE

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned outside of the scope of their teaching certificates except where non-certified teachers are employed in accordance with Section 1233 of the Revised School Code. It should be further understood that the number of semester hours in major or minor fields of study should be determinants of teaching assignments, as prescribed by the State of Michigan Accreditation Program.

F. NOTIFICATION OF TRANSFER

The Superintendent of Schools shall be responsible for the transfer of all faculty personnel. Whenever a teacher is transferred to a different school building, he/she shall be notified no less than 45 days prior to such transfer (unless student enrollment fluctuations make it impossible to do so or because of cutbacks due to financial difficulties), and may request a consultation with the Superintendent of Schools.

Teachers who will be affected by a transfer or change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary and middle school grades will be given written notice and consulted with by their building principals as soon as possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

G. ASSIGNMENTS

All teachers shall be given written notice of their class assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible and in any event no later than 14 days prior to the start of school.

H. CLASS SIZE

1. Because the pupil-teacher ratios are an important aspect of an effective educational program, the parties agree that class size should be lowered whenever or wherever possible with the following maximums recommended.

- a) Young 5's & Kindergarten 23 students
- b) Grades 1-2 25 students**
- c) Grades 3-4 26 students**
- d) Grades 5-12 150 students per day***

**Music and Physical Education classes excluded. An additional 20 students will be added to the 150 students per day if the day consists of 7 periods and the day includes a non-prep homeroom.*

2. It is further understood that Kindergarten and Young 5's teachers will be paid one-half (1/2) the amount noted below for each of the two (2) sections taught by the teacher which exceeds these maximums averaged over the total day's time.

3. For teachers in Young 5's through 4th grade, a payment of Three Dollars (\$3.00) per student per day shall be incurred whenever teachers have more than the number of students specified above, up to and including three (students). A payment of Two additional Dollars (\$2.00) per student per day will be paid on the fourth and above students.

Example:

1-3 students overload \$3.00 per day
*4 student overload \$5.00 per day***

*** Calculation: 1-3 students = \$3.00 per student/day*
4 students = \$2.00 additional per student/day

4. Teachers in grades 5-12 shall be paid at a rate of Three Dollars (\$3.00) per student for each day the limits are exceeded.

5. No overload pay will be paid to a teacher with a full-time aide for the class(es) in which there is an overload.

6. For the class(es) in which there is an overload, one-half (1/2) overload pay will be paid to teachers with a half-time aide. In the case of a Title I aide, the “no overload pay” portion of this Section does not apply.
7. Given that “Inclusion” is an educational philosophy and practice in Michigan’s public schools, data concerning time restraints, pupil-teacher ratios, and time on task is inconclusive.

I. TEAM TEACHING

When working in a team teaching situation, the special education teacher and the regular education teacher will formulate the team’s guidelines and responsibilities. The written guidelines and responsibilities must be submitted to the building administrator and the Special Education Director for approval prior to implementation.

**ARTICLE VI
TEACHING CONDITIONS**

A. PHILOSOPHY

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach.

1. We believe provisions should be made for the under achiever, the poorly motivated, or the hyperactive child, in classes having a lower pupil-teacher ratio, which would help these children take full advantage of the educational opportunities provided in the community.
2. We continue to encourage experimentation with class size where careful consideration is given to the age, intellectual maturity, and motivation of the students.

B. BUS DRIVING

Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

C. REST ROOMS

The Board shall make available rest rooms and lounge facilities in each building.

D. PARKING

Adequate parking facilities shall be provided for teacher use.

E. OFF DUTY ACTIVITY

Teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.

F. EXTRA-CURRICULAR ACTIVITIES

Both parties recognize that teacher participation in extra-curricular school connected activities is important and will encourage such participation.

G. DISCIPLINE

If a teacher is to be disciplined or reprimanded by the Board of Education or its agents, the teacher shall be entitled to have a representative of its Association present. See Article II E.

H. TELEPHONE

The Board shall make a phone available to the teachers for their professional use. The phone shall be located in the library office, for complete privacy.

I. DRESS CODE

Appearance affects how we are perceived by students and parents. All employees will dress as professionals in clothing that is appropriate to the school setting. Clothing that may be considered inappropriate could include, but is not limited to, short skirts, low tops, spandex, offensive or abusive content. Casual clothing, including shorts, may be allowed in certain circumstances such as field trips, messy projects, and field days. Blue jeans will be allowed on Fridays, paired with tops containing school colors, higher education and others supporting education.

**ARTICLE VII
VACANCIES AND PROMOTIONS**

A. POSTING

Whenever any vacancy, **including summer school**, in the Association shall occur, the Board shall post such notice of vacancy in each building for five (5) days and give written notice to the Association. If a vacancy occurs when school is not in session, the Board shall mail within five (5) days of the expiration of the posting, notice to each member. The Board may make temporary appointments for such vacancies.

B. CRITERIA

Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to consider professional background and qualifications of all applicants. The Board recognizes and supports the idea of promotion from within its own teaching staff when consistent with the best interests of the school system. The Board shall classify any position as being administrative or teaching. The Board's decision regarding the filling of Administrative vacancies shall be final and not subject to the grievance procedure.

**ARTICLE VIII
LAYOFF AND RECALL**

A. GENERAL

It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:

1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced or continued.
2. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified to be employed in the specific position held by the teacher with less seniority. Provided, further, that this procedure shall be subject to the Michigan Teacher's Tenure Act.
3. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff thirty (30) calendar days in advance of the effective date of the layoff.

B. SENIORITY DEFINED

"Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teacher load shall count as if the service was at the full teaching load. Seniority will be in order of Board hire.

C. SENIORITY LIST

A Whittemore-Prescott Education Association bargaining unit seniority, based on the length of continuous service within this district shall be established. The seniority list

shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object shall be construed as an agreement that the list is accurate.

D. CERTIFICATION

The certification of a teacher to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

E. RECALL

Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified for the vacancy or vacancies to be filled.

F. NOTICE

Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have fourteen (14) days to indicate his/her desire to accept or reject an offer of recall, and the fourteen (14) days shall commence running on the date the notice of recall is sent. In the event a teacher does not respond within the fourteen (14) day period, the teacher shall forfeit his/her rights to the position and their name shall be placed at the bottom of the seniority (recall) list. A laid off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the next school year the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate. A teacher shall lose all rights to recall and continued employment if the teacher is not recalled from layoff within three (3) years from the effective day of layoff.

**ARTICLE IX
LEAVE OF ABSENCE**

A. MEDICAL LEAVE

Medical leave (without pay) shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor (in writing). Such leave shall not exceed one year plus the balance of the unfinished year. If the teacher has completed one semester, or more of the year, one increment will be granted.

B. MILITARY LEAVE

Any regular employee who may enlist during a national emergency or prior to being drafted, or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by complete proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

C. SABBATICAL LEAVE (WITHOUT PAY)

To encourage professional growth, a teacher who has taught three or more years in the system may be granted a leave of absence not to exceed one year for advanced professional training or academic travel, on the recommendation of the Superintendent of Schools, and with approval of the Board. An increment shall be allowed for the year of advanced professional training or academic travel or advancement of the professional level on the salary schedule.

D. SPECIAL LEAVES

The Board may grant on request a special leave of absence when appropriate circumstances warrant.

E. GENERAL REGULATIONS AFFECTING LEAVE OF ABSENCE

1. **Leave of Absence – Extension.** A leave of absence may be extended at the discretion of the Board.
2. **Application for Return.** Application for return from leave of absence shall be filed with the Superintendent of Schools by October 1, if the return is to take place with the beginning of the second semester, and June 1 if the return is to take place with the beginning of the first semester.
3. **Qualifications for Return.**
 - a. **Qualifications.** Competent proof must be given to the Board that the teacher applying for return from leave of absence is competent and qualified to perform the duties of a teaching position for which an application is made
 - b. **Policy and Intent.** It is the intent and it shall be the policy of the Board to return a teacher on leave of absence to the same position, status and pay, unless circumstances make it impossible to return the teacher to a position of like nature. In addition, a teacher will be granted an increment if not at the maximum step.

F. USE OF SICK LEAVE AND PERSONAL BUSINESS DAYS

1. Sick leave may be used for:

- a. Funeral of a member or members of the immediate family. Up to five days may be used for each bereavement period.
- b. Care of immediate family until arrangements can be made, but not to exceed five school days for each case. Any additional days are to be approved by the Superintendent.
- c. Your own illness; after five consecutive days of illness, the Superintendent may require a doctor's statement of condition to return to work.
- d. Maternity - - Maternity sick leave will commence when the teacher and her attending physician determine she is no longer physically able to perform her duties and shall last after the termination of the pregnancy until such time as in the opinion of her physician she is able to adequately assume her regular teaching duties.
- e. Adoption - - a maximum of 35 days. Provided the leave is not qualifying leave under The Family and Medical Leave Act.

2. Personal Business Days

Up to three (3) of the fifteen paid sick days may be used for personal business, and all three personal business leave days shall be at the discretion of the teacher. Such leave shall not be granted for the following days unless specifically granted by Superintendent for extenuating circumstances:

- a. First teacher work day.
- b. Last teacher work day.
- c. Parent-Teacher Conference day(s) and/or In-service day(s).
- d. The day before or after a vacation. Vacation is defined as those days during which school is not in session according to the negotiated calendar.
- e. When a teacher must be absent from school more than the allowable personal business days he shall have deducted from his salary only the amount paid to his substitute teacher. This absence must be pre-arranged with the principal and approved by the Superintendent.
- f. A teacher desiring to use a personal business leave day must provide prior notification of twenty-four (24) hours, except in emergencies which preclude such notification.

The teacher shall file an application for personal business leave with the principal of his/her building prior to taking said leave. These personal business days shall not be used as recreational or vacation days.

No personal business days or sick days shall be charged against a teacher when school is

not in session.

G. Vacation Days

A teacher may choose to bank up to three (3) unused personal/sick days at the end of the 2010-2011 school year and up to two (2) personal days thereafter to a maximum of five (5) banked vacation days. These days will allow the employee to use any number of these days at their discretion. If a teacher wishes to use one (1) single vacation day, they must provide 24 hour notice. However, any more than one (1) consecutive vacation day would require a minimum of 2 weeks prior notification of the dates. Approval will be based on a first-come first-served basis. These are not additional days off, just an option on unused personal days. The teacher must notify central office by June 1st if any remaining personal days are to be banked for vacation days.

**ARTICLE X
TEACHER EVALUATION**

A. KNOWLEDGE OF TEACHER

All formal monitoring or observing the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The current teacher evaluation form (Appendix A) will be used in the evaluation of all teachers.

B. PROCEDURE

The teacher's immediate supervisor shall acquaint the teacher with the observation and evaluative procedures and form within the first two (2) weeks of the school year. Formal observation shall begin after the second (2nd) week of the school year for non-tenured teachers and after the fourth (4th) week of school for tenured teachers. The teacher shall be observed and evaluated in his/her major or minor field. If a teacher is not teaching in either his/her major or minor, he/she shall be observed and evaluated in his/her primary teaching assignment.

C. OBSERVATIONS

The teacher's supervisor(s) shall be responsible for the observations and evaluation of the work performance of that teacher. The observations and evaluations of each teacher must be completed and signed by both the teacher and supervisor(s) between the end of the second week of school and April 20 of each year.

1. There shall be two (2) formal observations and one formal evaluation of each non-tenure teacher per year. Each tenured teacher shall be formally evaluated at least once every three years and in accordance with the Tenure Act. The evaluation shall be based upon at least two (2) observations. Such evaluations will be completed by the teacher's supervisor(s). Each observation will range in time from a minimum of fifteen (15) minutes to a maximum of a full class period.

2. A teacher or supervisor may request an additional observation from a different supervisor(s) prior to signing the final observation form. The supervisor(s) shall jointly formulate the evaluation.
3. The form and process for observations and evaluations will be standardized. A committee made up of teachers and administrators will review the evaluation form and process on a yearly basis.

D. EFFECT OF NON-COMPLIANCE WITH TENURE ACT

Any failure to comply with the requirements of the Tenure Act pertaining to teacher evaluation constitutes conclusive and non-rebuttal evidence that the teacher's performance during the period at issue was satisfactory.

**ARTICLE XI
PROTECTION OF TEACHERS**

A. ADMINISTRATIVE SUPPORT

Since the teacher's authority and effectiveness in the classroom is undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms.

B. ASSAULT OF TEACHER

Any case of assault upon a teacher shall be promptly reported by the Principal to the Board or its designated representative. The Board will provide legal counsel for consultation to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. TIME LOST

Time lost by a teacher in connection with any incident mentioned in Article XI shall not be charged against the teacher.

D. COMPLAINTS

Any complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the principal unless law enforcement is involved. No information, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review such information. If the complaint results in information being placed in the personnel file, the complainants' names, administrative action taken, and a remedy will be clearly stated. The bargaining unit member may submit a written notation or reply

regarding any information, including complaints, and the same shall be attached to the file copy of the information in question. When information is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said information, such signature shall be understood to indicate awareness of the information but may not necessarily mean agreement with the content of the information. If the bargaining unit member chooses not to sign within ten days, the information will still be placed in the file. If the information to be placed in the member's file is deemed to be inappropriate by the member and Board or designee, the information will be corrected or expunged from the file. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

E. STUDENT PROMOTION/RETENTION

Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of the principal and Superintendent of Schools. No student's mark may be changed without the consent of the teacher.

Because the Michigan School Law places final authority to classify and control the promotion of pupils in the Superintendent of Schools, the Superintendent may be expected to assist with unusual or contested cases.

- F. Whittemore-Prescott Area Schools promotes a supportive work environment. Therefore, all employees should be treated with respect in a fair and just way. Any persistent, unwarranted behavior that intimidates another employee is not acceptable and violates board policy. The employee has the responsibility of reporting said behavior, *in writing*, to their immediate supervisor. If the concern is with said person, it can be reported to the Superintendent and/or Board.

**ARTICLE XII
NEGOTIATIONS PROCEDURES**

A. 90 DAY REQUIREMENT

At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of members in the bargaining unit employed by the Board.

B. BARGAINING TEAMS

In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the membership of the Association, but the parties mutually pledge that the representatives selected by each side shall be clothed with all necessary power and

authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

C. DISPUTE RESOLUTION PROCEDURES

If the parties fail to reach an agreement in any such negotiations, either party may invoke that mediation machinery or the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem appropriate.

D. MONTHLY MEETINGS

Upon the request of either party, representation of the Board and the Association's bargaining committee, or representatives, will meet on the second Thursday of each school year/month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, through the Superintendent who will attend the meeting, on or before Monday prior to the meeting, an agenda covering that which they wish to discuss. The administration will make every effort to keep the Association informed by using the monthly meetings to discuss anticipated revision of educational, construction, or fiscal problems.

E. TIME OF MEETINGS

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

F. CONTRACT MODIFICATIONS OR ADDITIONS

Should such a meeting result in a mutually acceptable understanding of the agreement, then the language of the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

G. INFORMATION

The Board agrees to furnish the Association such information as is requested for the intelligent development of proposal on behalf of teachers or for the processing of any grievance or complaint. The Association agrees to furnish such information, if requested, in writing to the Board.

H. BOARD MEETING AGENDA

The Superintendent will provide the Association with his proposed agenda to be considered at each public meeting of the Board of Education, along with whatever reports, agenda, and other information which is available at the time. Only matters which by their nature must be kept confidential shall be withheld. This shall normally be restricted to decisions regarding the acquisition of sites or individual employees or other

matters required by law.

I. PRINTED CONTRACTS

Printed Master Contracts shall be printed and distributed to every teacher at the beginning of the school year.

**ARTICLE XIII
PROFESSIONAL GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board may be processed as a grievance hereinafter provided.
2. The “aggrieved person” is the person or persons making the claim.
3. The term “teacher” includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A “party of interest” is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term “days” shall mean calendar days.

B. PURPOSE

1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solution to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. STRUCTURE

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR&R Committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the

Association.

3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one building.

D. PROCEDURE

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual written consent.

If the grievance is filed on or after June 1, the limit shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participants in the grievance by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Information and records shall be made available in accordance with Article II, Part D of this Agreement.
6. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
7. Failure of the aggrieved party to comply with the foregoing procedures cancels the grievance.
8. Steps of Procedure
 - a. **STEP 1:** Within ten (10) calendar days of the occurrence or the act or condition giving rise to the dispute, the aggrieved employee and the committee person shall meet with the Supervisor to discuss and attempt to resolve the matter. The employee must identify the discussion as involving a grievance matter and use the "Grievance Forms" attached.

The supervisor must give an answer within ten (10) calendar days after such meeting.

- b. **STEP 2:** If the grievance is not settled in Step 1, the employee or employee's committee person shall within ten (10) calendar days from the receipt of Step 1 answer, meet with the Supervisor to file a grievance in writing on forms furnished by the Association, and present two (2) copies to the Supervisor who shall have ten (10) calendar days in which to reply in writing. In such meeting, specific reasons why the grievance is not resolved will be given. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.
- c. **STEP 3:** If the grievance is not resolved in Step 2, the Grievance Committee shall, within ten (10) calendar days from receipt of the Supervisor's answer then submit a copy of the grievance to the Board's designated representative or Superintendent. A meeting will then be held as soon as possible, but not later than ten (10) calendar days after submission of the grievance at Step 3, between the Board representatives or Superintendent and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board's designated representative or Superintendent shall be made in writing within ten (10) calendar days after the meeting.
- d. **STEP 4:** If the grievance is not settled in Step 3, the Association may, at its option, within fifteen (15) calendar days from the receipt of the Board's designated representative or Superintendent's answer, request the mediation services of the Michigan Employment Relations Commission (MERC) in resolving the dispute.
- e. **STEP 5:** If the grievance is not resolved in Step 4, the Grievance Committee shall within ten (10) calendar days from the date of the MERC mediation hearing notify the Board/Superintendent, in writing, of their desire for a meeting with the Board Personnel Committee. Such meeting, which will include the employee, committee person and the Staff Representative, shall be held within ten (10) working days from the receipt of such notice and the Board Personnel Committee must give its written recommendation to the Board within ten (15) calendar days after the meeting with a copy to the Grievance Committee. Within thirty one (31) calendar days, or as soon as possible, after receipt of the written recommendation from the Board Personnel Committee, the Board shall render a decision regarding the grievance.
- f. **STEP 6:** If the grievance is not resolved through mediation, the Association may within thirty (30) days submit the grievance to arbitration through the American Arbitration Association or an Arbitrator mutually agreed upon. The proceeding shall be governed by the rules of the AAA. The decision of the Arbitrator shall be binding on both parties. Costs of

the Arbitrator shall be borne by the losing party.

1. The Arbitrator shall have no power to amend or modify this Agreement and shall not rule on any claim which is subject to the jurisdiction of the Teacher Tenure Commission or the District's decision to terminate the services of a probationary teacher. In the event that the grievance involves the non-renewal of a probationary teacher in years three or four, the above process shall be modified to the extent that mediation shall take place following an unacceptable determination at step three (Superintendent). If the issue is not resolved through mediation, the grievance shall then be advanced to the Board level for final determination.

- g. Rights to Representation. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. However, that teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at the adjustment of the grievance.

- h. Withdrawal of a Grievance. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.

WHITTEMORE-PRESCOTT SCHOOL DISTRICT

Certified Staff Grievance Form

Grievance # _____ Distribution of Form: 1. Superintendent
2. Association
3. Teacher

Building Assignment Name of Grievant Date Filed

STEP ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought: _____

Signature *Date*

C. Disposition by Principal _____

Signature *Date*

D. Position of Grievant and/or Association _____

Signature *Date*

STEP TWO

- A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature *Date*

- C. Position of Grievant and/or Association _____

Signature *Date*

STEP THREE

- A. Date Received by Board of Education of Designee _____
B. Disposition by Board _____

Signature *Date*

STEP FOUR

- A. Date Submitted to Arbitration _____
B. Disposition and Award of Arbitrator _____

Signature *Date*

REQUEST FOR PERSONAL LEAVE

Turn in to Supervisor at Least One Day in Advance

DATE OF APPLICATION: _____

SCHOOL: _____

NAME OF APPLICANT: _____

DATE REQUESTED: _____

The above date/dates being requested for personal business leave will not be used for vacation or recreation purposes.

Employee's Signature

Principal's Signature

Final Disposition _____

Superintendent (or designee)

Date of Approval

*One copy will be returned to: Supervisor
 Employee*

**ARTICLE XIV
SCHOOL CALENDAR**

A representative from the Whittemore-Prescott Education Association, the Whittemore-Prescott Board of Education and the Whittemore-Prescott Support Staff Association will work cooperatively to develop a calendar for the following year by *May 1* of the preceding year. *The calendar will be contained in Appendix B.* Three of five in-service days will qualify for SB-CEUs.

If the increase in required days is delayed as per the State School Aid Act, the calendar will be adjusted accordingly.

ARTICLE XV

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2012. This Agreement is restricted to the Whittemore-Prescott Education Association (K-12 general education teachers) and the Board of Education.

A. MAINTENANCE OF STANDARDS

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

By _____
Chair - Negotiating Team

By _____
Negotiating Committee

By _____
Negotiating Committee

By _____
Negotiating Committee

BOARD OF EDUCATION

By _____
President

By _____
Vice President

By _____
Secretary

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee