

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF
WHITEFORD AGRICULTURAL SCHOOLS
AND THE
MONROE COUNTY EDUCATION ASSOCIATION
WHITEFORD

AUGUST 1, 2005 - JULY 31, 2007

TABLE OF CONTENTS

	Page
AUTHORIZATION -	1
ARTICLE I - Duration of Agreement	1
ARTICLE II - Recognition	1
ARTICLE III - Board Rights	2
ARTICLE IV - Agency Shop.....	3
ARTICLE V - Teachers’ Hours	5
ARTICLE VI - Salaries & Other Compensation.....	7
ARTICLE VII - Conditions of Employment.....	14
ARTICLE VIII - Evaluation	23
ARTICLE IX - Grievance Procedure & Arbitration	24
ARTICLE X - Negotiation Procedures	27
ARTICLE XI - Limits on Teaching	27
ARTICLE XII - Miscellaneous Provisions.....	27
SCHEDULE A -	29
SCHEDULE B -	30
SCHEDULE C -	33

1 **AUTHORIZATION**

2
3 This Agreement is authorized by the Public Employment Relations Act, as amended.
4
5

6 **ARTICLE I**
7 **DURATION OF AGREEMENT**
8

9 This Agreement will be effective as of February 13, 2006 and will continue in effect until July 31,
10 2007. This Agreement and all its terms, conditions, and effects will expire on the date indicated.
11 Arrangements for negotiations between the parties for a new agreement will begin sixty days before
12 the expiration date. This agreement may be extended by mutual written consent of the parties.
13

14 MONROE COUNTY EDUCATION
15 ASSOCIATION MEA-NEA
16

BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOL

17 _____
18 President

President

19 _____
20 Secretary

Secretary

21 _____
22 Chairperson, Negotiating Committee

Treasurer

23 _____
24 Negotiating Committee Member

Vice-President

25 _____
26 Negotiating Committee Member

Trustee

27 _____
28 Negotiating Committee Member

Trustee

29 _____
30 Trustee

31 **ARTICLE II**
32 **RECOGNITION**
33

34 The Whiteford Board of Education recognizes the Monroe County Education Association, MEA-
35 NEA, to be the exclusive bargaining representative for all full-time and regular part-time certified
36 teachers under contract to the Board, including classroom teachers, guidance counselors, librarians,
37 substitute teachers employed for one hundred fifty (150) or more consecutive days, certified
38 classroom teachers employed under federal Title I programs, speech therapists, but excluding
39 administrators, director of guidance, substitutes, teachers' aides, adult and community education
40
41
42
43
44
45
46
47

1 teachers and coaches who are not otherwise members of the bargaining unit as teachers, and all other
2 employees.

3
4 The Association recognizes that the Board is the representative of the citizens of the school district
5 and has the responsibility and authority to manage and direct the operations and activities of the
6 district under the School Code of the State of Michigan.

7
8 All references to the male gender shall include the female gender.
9

10
11 **ARTICLE III**
12 **BOARD'S RIGHTS**
13

14 A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its
15 rights, responsibilities, and authority under the Michigan General School Laws or any other
16 laws or regulations.
17

18 B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights
19 which ordinarily vest in and have been exercised by the Board shall continue to vest
20 exclusively in and be exercised exclusively by the Board. Such rights shall include by way
21 of illustration and not by way of limitation, the right to:
22

- 23 1. Manage and control its business, equipment, and operations.
- 24 2. Continue its rights, policies, and practices of assignment and direction of its
25 personnel and scheduling.
- 26 3. Direct the working forces, including the right to hire, assign, promote, evaluate,
27 discipline, transfer, layoff, and determine the size of the work force.
- 28 4. Determine the services, supplies, and equipment necessary to continue its operation,
29 and to establish standards for their use and operation.
- 30 5. Adopt reasonable rules and regulations pertaining to the operation and administration
31 of the school system and to define the descriptions and requirements of all jobs.
- 32 6. Determine the qualifications of employees, including job descriptions and the
33 essential job functions of employees.
- 34 7. Determine overall goals and objectives, as well as all policies affecting the
35 educational programs.
- 36 8. Determine the number and location or relocation of its facilities, including the
37 establishment or relocations of new schools, buildings, departments, divisions or
38 subdivisions thereof, and the relocation or closing of offices, departments, divisions
39 or subdivisions, buildings, or other facilities.
- 40 9. Determine the size of the management organization, its functions, authority, amount
41 of supervision and the table organization.
42
43
44
45
46
47
48
49
50

1 10. Determine all financial policies, including all accounting procedures, and all matters
2 pertaining to public relations.

3
4 11. Determine class scheduling, as well as the duties and responsibilities of the teaching
5 staff and other employees with respect to such scheduling.

6
7 C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the
8 Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and
9 the use of judgment and discretion in connection therewith, shall be limited only by the
10 specific and express terms of this Agreement.

11
12 The listing of specific management rights in this Agreement is not intended to be, nor shall it
13 be restricting of, a waiver of any rights of management not listed and specifically surrendered
14 herein, whether or not such rights have been exercised by the Board in the past.

15
16
17 **ARTICLE IV**
18 **AGENCY SHOP**

19
20 A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30)
21 days from the date of commencement of duties or the effective date of this Agreement,
22 whichever is later, join the Association or pay a service fee to the Association equivalent to
23 the amount of dues uniformly required of the members of the Association, less any amounts
24 not permitted by law. The bargaining unit member may authorize payroll deduction for such
25 fee. In the event the bargaining unit member shall not pay such service fee directly to the
26 Association or authorize payment through payroll deduction, the employer shall, pursuant to
27 MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee
28 from the bargaining unit member's wages and remit same to the Association under the
29 procedures provided below.

30
31 1. The procedure in all cases of non-payment of the service fee shall be as follows:

32
33 a. The Association shall notify the bargaining unit member of non-compliance
34 by certified mail, return receipt requested. Said notice shall detail the non-
35 compliance and shall provide ten (10) days for compliance, and shall further
36 advise the recipient that a request for wage deduction may be filed with the
37 Board in the event compliance is not effected.

38
39 b. If the bargaining unit member fails to remit the service fee or authorize
40 deduction for same, the Association may request the Board to make such
41 deduction pursuant to paragraph A above.

42
43 c. The Board, upon receipt of request for involuntary deduction, shall provide
44 the bargaining unit member with an opportunity for a due process hearing.
45 This hearing shall address the question of whether or not the bargaining unit
46 member has remitted the service fee to the Association or authorized payroll
47 deduction of same.

1 d. Payroll deductions made pursuant to the procedure outlined above shall be
2 made in equal amounts as nearly as may be from the paychecks of the
3 bargaining unit member so affected.
4

5 B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has
6 established a policy regarding "Objections to Political-Ideological Expenditures --
7 Administrative Procedures." That policy, and the administrative procedures (including the
8 timetable for payment) pursuant thereto, applies only to non-members. The remedies set
9 forth in that policy shall be exclusive, and unless and until such procedures (including any
10 administrative or judicial review thereof) shall have been availed of and exhausted, no
11 dispute, claim, or complaint by such objecting bargaining unit member concerning the
12 application and interpretation of this article shall be subject to the grievance procedure set
13 forth in this Agreement.
14

15 C. Due to certain requirements established in recent court decisions, the Association represents
16 that the amount of the fee charged to non-members, along with other required information,
17 may not be available and transmitted to non-members until mid-school year (December,
18 January, or February). Consequently, the parties agree that the procedures in this article
19 relating to the payment or non-payment of the representation fee by non-members shall be
20 activated thirty (30) days following the Association's notification to non-members of the fee
21 for that given school year.
22

23 D. The Association will certify at least annually to the district fifteen (15) days prior to the date
24 of the first payroll deduction for professional fees and at least fifteen (15) days prior to the
25 date of the first payroll deduction for service fees, the amount of said professional fees and
26 the amount of service fee to be deducted by the district, and that said service fee includes
27 only those amounts permitted by the Agreement and by law.
28

29 The parties agree to cooperatively discuss and exchange information regarding the
30 Association's service fee collection and objection procedures. The Association agrees, upon
31 request from the district, to provide the district for its review a copy of the Association's
32 current "Policy and Administrative Procedures Regarding Objections to Political-Ideological
33 Expenditures" together with a copy of all materials annually distributed by the Association
34 and its affiliates to bargaining unit members who choose not to join the Association and/or to
35 object to the service fee.
36

37 The Association further agrees to certify to the district that the Association and its affiliates
38 have complied with the above policies and administrative procedures prior to requesting
39 enforcement of the service fee obligation contained in this article.
40

41 E. A bargaining unit member who because of sincerely held religious beliefs, or due to
42 adherence to teachings of a bona fide religion, body, or sect which has historically held
43 conscientious objection to joining or supporting labor organizations, shall not be required to
44 join or maintain Association membership or otherwise financially support the Association as
45 a condition of employment. However, such bargaining unit member shall be required, in lieu
46 of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to
47 charitable organizations. Donations shall be made to charitable organizations as mutually
48 designated by the bargaining unit member and the Association.
49

1 F. The Association shall indemnify and save the district harmless against any and all claims,
2 demands, suits, or other forms of liability which may arise out of, or by reason of, action
3 taken or not taken by the district in reliance upon information furnished to the district by the
4 Association in the course of enforcing this section. Further, the Association agrees to
5 indemnify and save the district, the Board of Education, the individual members of the Board
6 of Education, and individual administrators harmless against any and all claims, demands,
7 costs, suits, claims for attorneys fees, or other forms of liability, as well as all court and/or
8 administrative agency costs that may arise out of, or by reason of, action by the district or its
9 agents for purposes of complying with the Association's security provisions of this
10 Agreement.
11

12
13 **ARTICLE V**
14 **TEACHERS' HOURS**
15

16 A. Normal Teacher Duty Hours
17

- 18 1. Elementary teachers, grades K-5, will be in assigned places of duty no later than 7:45
19 a.m. Middle/high school teachers, grades 6-12, will be in assigned places of duty no
20 later than 7:45 a.m.
21
- 22 2. Teachers' normal duty hours will end when the school buses have loaded and left
23 each respective building. Duty periods after normal classroom hours will be spent
24 preparing lessons, correcting papers, and being available for conferences with
25 students, parents, counselors and administrators.
26
- 27 3. Teachers who are not at their assigned duty stations as scheduled will be considered
28 absent until they have reported their presence to the principal. When unauthorized
29 absence occurs a verbal warning will be issued to the teacher on the first offense. On
30 the second offense a written reprimand will be issued. Subsequent unauthorized
31 absences will result in deduction of pay for the period of absence. Habitual
32 unauthorized absences may result in more serious disciplinary measures.
33
- 34 4. Instructional time will be scheduled by the administration during normal teacher duty
35 hours to ensure a minimum number of instructional clock hours required by the State
36 of Michigan are held. These instructional clock hours will be achieved by scheduling
37 1,098 instructional clock hours at the elementary level and 1,110 instructional clock
38 hours at the middle/high school level. The building principals will be responsible for
39 making the necessary adjustments in the class/period schedules to reflect the
40 instructional time in the school day schedule for each of the school years. The
41 elementary school day for students will be 7:55 a.m. to 3:10 p.m. and the school day
42 for middle/high school students will be 7:55 a.m. to 2:55 p.m.
43

44 B. Duty-free lunch period
45

- 46 1. Teachers in grades kindergarten through five will be entitled to an uninterrupted
47 lunch period of thirty minutes daily.
48
- 49 2. Teachers of secondary grades six through twelve will be entitled to an uninterrupted
50 lunch period of twenty-six minutes daily.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

C. Conferences and Relief Periods

1. All elementary teachers in grades kindergarten through five will have no less than three hundred (300) minutes of preparation time per week which may include the time their classes are receiving instruction from teaching specialists. This shall include at least one (1) thirty (30) minute period per day.
2. Teachers in grades six through twelve will have at least one class period daily scheduled for a conference or preparation period.
3. Conference or preparation periods will be duty periods in which the teacher will prepare lessons, correct papers, and be available for conferences with students, parents, or administrators.
4. The Board of Education will grant each special education teacher eleven (11) one-half (1/2) days (total 5 1/2 full days) off each year for the purpose of planning and reports. Such time off must be in not less than 1/2 day increments to be scheduled by mutual agreement with the principal.

D. Staff Meetings and Other Activities

Teachers will participate in the following professional activities as a contractual duty:

1. Not more than 9 hours annually (in addition to the regular work schedule) will be required for staff meetings.
2. The day of the week on which the staff meetings are held will be determined by a vote of the faculty and will be scheduled for one hour after-duty hours, unless otherwise mutually agreed.
3. At least one week's notice will be given for each meeting, if possible. A cancelled meeting will count as one hour and one meeting unless cancelled for reasons beyond the control of the administration.
4. At a parent's request, teachers shall conduct individual parent/teacher conferences (in addition to the formal parent/teacher conferences referenced in Section E below) as necessary to confer with parents at mutually convenient times.
5. Teachers shall attend one Open House activity per year.

E. Parent/Teacher Conferences/In-Service

Teachers will be required to participate in a total of twelve (12) hours of parent/teacher conferences (or in lieu of parent/teacher conferences in-service as determined by the administration) in the first semester, six (6) hours in the second semester.

F. Teachers and their spouses will be admitted to all extra curricular activities without charge that are sponsored by the Whiteford Board of Education.

1
2
3 **ARTICLE VI**
4 **SALARIES & OTHER COMPENSATION**

- 5 A. Scheduled salaries, stipends and fringe benefits for teachers are appended to the Agreement.
6 Schedule "A" contains teacher base salaries according to experience and training. Schedule
7 "B" sets forth stipends for extra duty assignments. Schedule "C" is a statement of fringe
8 benefits provided by the Board of Education.
9

10 Teachers shall be paid on one of the following schedules:

- 11
12 1. Twenty-one (21) equal pay periods between September and June.
13
14 2. Twenty-one (21) pay periods based upon twenty-six (26) pays with one lump sum
15 payment.
16
17 3. Twenty-six (26) equal pays for twelve (12) months beginning in September.
18

19 The teacher will notify the superintendent's office three weeks prior to the first September
20 payroll date if he/she wishes to make a change.
21

- 22 B. Stipends For Advanced Training
23

24 Certified teachers who earn at least 3 term or 2 semester graduate credits will receive a
25 stipend of \$250 or a sum equal to the cost of tuition not to exceed \$450. This will be paid
26 yearly for teachers who qualify.
27

28 The above stipends may be claimed by filing graduate reports for credits earned in the
29 previous twelve month period at the superintendent's office prior to September 11 and/or
30 February 1.
31

32 Teachers who advance from the bachelor's to master's schedule are not eligible to receive the
33 stipend for advanced training for the contractual year.
34

- 35 C. Determination of Experience, Training & Certification
36

- 37 1. A teacher's experience level for Schedule "A" will be the total number of full years of
38 experience claimed by the teacher on the first day of the school calendar year.
39 Teachers employed for the first time on or after the effective date of this contract will
40 receive credit on the salary schedule as determined appropriate by the district for
41 teaching experience in Michigan or in any other state. The teaching experience must
42 be in a state-approved school. Teachers may be asked to submit documentary
43 evidence of experience in other school districts.
44

- 45 2. The teacher's training level for salary purposes will be determined by the teacher's
46 degree status on the first day of the school calendar year and the first day of the
47 second semester. The teacher must provide the superintendent with documentary
48 evidence of degree status on or before the Monday preceding the first payroll of the
49 year and second semester. Such evidence may be in the form of a letter from an
50 appropriate official of the degree granting institution indicating that the requirements

1 for the degree have been completed. Prior to the end of the respective semester, the
2 teacher should file with the Superintendent a copy of supporting transcripts.

- 3
4 3. Each teacher must file with the superintendent prior to December 1st a valid,
5 notarized Michigan Teacher's certificate upon employment or re-certification.

6
7 D. Definition of School Year & Normal Teaching Assignment

8
9 The school year will consist of 178 days of instruction for the 2005-06 school year, and 175
10 days of instruction beginning with the 2006-07 school year. One-half of a day at the
11 beginning of the school year, and one-half of a day at the end of the school year will be used
12 for teacher orientation, preparation, and records. Scheduled days of student instruction which
13 are not held because of conditions not within the control of school authorities such as
14 inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined
15 by the city, or county or state health authorities, shall be rescheduled to insure that there are
16 the minimum number of days of actual student instruction required by law. Teachers will
17 receive their regular pay for days which are canceled but shall work on any rescheduled days
18 with no additional compensation.

19
20 The actual day(s) on which any makeup day(s) will be scheduled will be negotiated by both
21 parties and will be part of the negotiation process to determine the school calendar as
22 outlined in Article XII, Section G.

23
24 In addition to the specified days of instruction, there will be the equivalent of five
25 professional development days. Total annual salary is based upon 182 days of work for the
26 2005-06 school year, and beginning with the 2006-07 school year 180 days of work during
27 the entire school year regardless of whether the days actually worked are the same as
28 originally scheduled or are different from those originally scheduled due to rescheduling by
29 the Board.

30
31 The normal teaching load in the secondary school will be fifteen (15) periods of teaching or
32 supervision and five (5) conference/preparation periods. The normal teaching weekly load in
33 the elementary school will be twenty-five (25) teaching periods. Every effort will be made to
34 assure that secondary teachers will not be assigned more than three (3) class preparations
35 each semester.

36
37 *In the event that the middle school/high school transition back to a traditional daily schedule*
38 *(seven (7) period day), the following language will be:*

39
40 The normal teaching load in the secondary school will be thirty (30) periods of teaching or
41 supervision and five (5) conference/preparation periods. The normal teaching weekly load in
42 the elementary school will be twenty-five (25) teaching periods. Every effort will be made to
43 assure that secondary teachers will not be assigned more than four (4) class preparations each
44 semester.

45
46
47
48 E. Computing Daily and Hourly Rate

1 When necessary for computation of salary deduction or in determining compensation for
2 teacher work days in excess of 182 for the 2005-06 school year, and 180 for the 2006-07
3 school year, the teacher's daily rate will be determined by dividing his/her total Schedule A
4 salary and longevity excluding stipends by 182 (2005-06) and 180 (2006-07).
5

6 To determine compensation for teaching an extra class on a conference period, under block
7 scheduling, the teacher's Schedule A salary and longevity excluding stipends will be divided
8 by 8. (Under the four block system, a teacher will only teach on his/her conference period on
9 alternate days). If teaching an extra class on a conference period under block schedule is
10 only done for one semester, the payment will be prorated accordingly.
11

12 Hourly rates will be determined by dividing the teacher's daily rate by 6.
13

14 *In the event that the middle school/high school transition back to a traditional daily schedule*
15 *(seven (7) period day), the following language will be:*
16

17 When necessary for computation of salary deduction or in determining compensation for
18 teacher work days in excess of 180, the teacher's daily rate will be determined by dividing
19 his/her total Schedule A salary and longevity excluding stipends by 180.
20

21 To determine compensation for teaching an extra class on a conference period, the teacher's
22 Schedule A salary and longevity excluding stipends will be divided by total number of
23 periods in the school day (7). If teaching an extra class on a conference period for one
24 semester, the payment will be prorated accordingly.
25

26 Hourly rates will be determined by dividing the teacher's daily rate by 6.
27

28 F. Compensation For Extra Teaching Days
29

30 Teachers who are employed by the Board to provide services in addition to the 182 (2005-06)
31 and 180 (2006-07) day school calendar will be compensated for the additional service at their
32 appropriate daily or hourly rates as scheduled for the term of the collective bargaining
33 agreement.
34

35 Any teacher who is paid for more than the normal daily teaching assignment will be given the
36 option of choosing to request the prorated services of an adult teacher aide in lieu of
37 additional compensation.
38

39 G. No teacher will be required to teach as a substitute during a regular scheduled conference
40 period. If a teacher chooses to teach as a substitute during his/her conference period, the
41 teacher will be paid \$20.00 for a conference period of approximately 60 minutes and \$30.00
42 for a conference period of approximately 90 minutes above his or her normal rate.
43

44 Teachers agreeing to use their planning period to substitute for other classes in an emergency
45 situation (no regular subs available) have the option of banking the individual hours that they
46 substitute.
47

48 When an individual has banked hours equivalent to a regular day classroom assignment, they
49 will be credited with a sub day. Once a day is accumulated, a teacher will be able to request
50 the use of the day by notifying the principal of his/her intent at least one day in advance. If a

1 partial day remains unused at the end of the school year, the partial day will be carried over
2 to the next school year. If a teacher leaves the district, he would be paid for accumulated
3 hours at the negotiated rate. If a full day remains unused, a teacher has the option of being
4 paid off, or adding a day to his individual sick leave. A teacher may not accumulate more
5 than two substitute days in a year. Such days may not be taken with a personal business day
6 if it results in being absent more than two consecutive days or on the last day of the school
7 year. It is further understood a substitute day can't be taken on a working day immediately
8 preceding or following a vacation period, school break, unpaid leave of absence or holiday.
9

10 H. Reimbursement For Mileage and Other Expenses

11
12 The Board will reimburse teachers for reasonable expenses incurred in connection with
13 attendance at meetings, conferences or workshops as approved by the principals and the
14 superintendent. Teachers who are required to use their personal automobiles in their work
15 will be reimbursed at the current mileage rate approved by the Board. (___ per mile).
16 Itemized statements of such expenses must be submitted on Board of Education form 4132.
17 The Board will provide nonowned auto liability insurance when teachers' personal autos are
18 used as provided in this section.
19

20 I. Each full time teacher will be credited with thirteen (13) days of sick leave on the first day of
21 the contract year. Unused sick days shall accumulate from year to year with no limitation. In
22 the event the teacher's sick leave allowance is exhausted, a leave of absence without pay up
23 to one year will be granted and will be renewed. Sick leave pay chargeable against the
24 teacher's accumulated allowance will be granted for the following reasons:

- 25 1. Family illness. Family is defined as spouse, child, stepchild, parents. Family sick
26 leave will be granted for thirteen (13) days per year.
- 27 2. Bereavement leave will be granted as sick leave in the event of a death in the
28 immediate family of the teacher. Immediate family to be defined as spouse, child,
29 parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and
30 grandchildren. The Board may require proof of relationship. Bereavement leave will
31 be limited to a maximum of four days out of the 13 allowed for sick leave or family
32 illness days per year.
33
34
35

36 The Board will notify each teacher of his/her accumulated sick leave by September 15 of
37 each school year. Teachers may examine their sick leave records at any time. The Board
38 will at the same time provide a statement of family illness days left and personal/emergency
39 leave days.
40

41 Teachers reporting absences chargeable to sick leave will advise the principal or designated
42 person before 6:30 a.m. on the day of absence. Except in extenuating circumstances, failure
43 to notify the principal as required above will result in forfeiture of sick leave pay for the day
44 in question.
45

46 A teacher using ten consecutive days of sick leave will provide the Board upon request, with
47 a physician's statement on his/her condition which will include the anticipated date of return.
48 Physician's statements will be required for each subsequent thirty day period.
49

50 J. Compensation for Unused Sick Leave Upon Termination of Employment

1
2 Teachers resigning with at least ten (10) years of service in the Whiteford Schools or retiring
3 at age 54 or older will be compensated for unused sick leave at the rate of \$35.00 per day.
4 This sum will be paid in monthly installments of \$300.00. The monthly installment payment
5 will be paid to the Whiteford Agricultural Special Pay Plan (403b).
6

7 Teachers resigning their positions at the Whiteford Schools after serving for five years as
8 teachers in the Whiteford Schools will be compensated for unused sick leave days 01 to 75 at
9 \$10.00 per day (\$750).
10

11 In the event of the death of a teacher in service or of a former teacher receiving terminal
12 reimbursement payments, the beneficiary or estate of the teacher may elect one of the
13 following options through the Whiteford Agricultural Special Pay Plan (403b):
14

- 15 1. In monthly installments of \$400.
- 16
- 17 2. In a lump sum which will be issued within (30) days of the teacher's death.
18

19 Teachers who are discharged from service in the Whiteford Schools under the provisions of
20 the Michigan Teacher Tenure Act will not be entitled to compensation for unused sick leave
21 days.
22

23 A teacher placed on an involuntary leave of absence by the Board, who resigns during that
24 leave of absence may elect to receive payment for unused sick leave days at either 1) one half
25 (1/2) of the teacher's daily rate of pay or 2) the rate of pay established by the Board for
26 substitute teachers. The election by the teacher shall be in writing and must be received by
27 the superintendent within eight (8) calendar days following receipt by the school district of
28 the teacher's resignation.
29

30 K. Other Paid Leaves of Absence
31

- 32 1. At the beginning of each school year a total of three (3) paid personal/emergency
33 leave days will be credited to each teacher for use at the teacher's discretion. A
34 teacher planning to use personal leave days will notify the principal at least one day
35 in advance except in emergencies. No deduction in the teacher sick leave allowance
36 will be made under this provision. Any unused personal/emergency days will be
37 credited to the teacher's accumulated unused sick leave at the end of the school year.
38 A teacher may not use a personal day the day before the beginning of a vacation or
39 holiday nor on the first day at the conclusion of a vacation or holiday without
40 obtaining approval from the principal and/or Superintendent. The district reserves the
41 right to limit the number of personal days taken on any one day to not more than
42 seven (7) personal days district wide except for approved emergencies. If a substitute
43 is not needed for a personal day absence, that personal day would not count as one of
44 the seven (7). Partial days of one-half (1/2) day or less will not be counted either.
45
- 46 2. When a teacher is subpoenaed for jury duty, leave pay will be granted in a sum to
47 equal the difference between the teacher's jury stipend and the teacher's regular salary
48 providing:
49

- 1 a. The teacher notifies the principal immediately upon being notified that he or
- 2 she will have jury duty.
- 3
- 4 b. The principal or the superintendent cannot arrange to have the teacher
- 5 excused.
- 6
- 7 3. The Association shall be granted up to eight (8) days to be used by officers or agents
- 8 of the Association to attend local, county, state, and national meetings of the MEA
- 9 and its affiliates provided the principal is notified five (5) school days in advance.
- 10 The Association shall reimburse the Board for salaries of substitute teachers
- 11 contracted under this Article.
- 12

13 L. Leave For Professional Business

14 Each school year a teacher may request up to three days of paid leave for professional

15 business. The objective of the professional business day will be related to the improvement

16 of the teacher's professional competence and teaching assignment. Requests will be

17 submitted in writing to the principal and the superintendent. If the principal and the

18 superintendent approve the request, professional business days shall be used for the purpose

19 of:

20

- 21
- 22 1. Visitation to view other instructional techniques or programs.
- 23
- 24 2. Conferences, workshops, or seminars conducted by colleges, universities, or
- 25 professional organizations.
- 26

27 The teacher will be requested to file a written report on each visitation, conference, workshop

28 or seminar, within one week.

29

30 M. Sabbatical Leave

31

32 Sabbatical leave may be granted to tenure teachers under the following conditions:

33

- 34 1. The teacher will have been employed by the Board for not less than seven years.
- 35
- 36 2. The Board will have declared a budgetary surplus in excess of its needs at the close of
- 37 the preceding fiscal year.
- 38
- 39 3. If continuation of salary is requested the teacher will agree by contract with the
- 40 Board:
- 41
- 42 a. To use the Sabbatical Leave solely for additional formal study at a college or
- 43 university.
- 44
- 45 b. To engage in no other gainful employment during the Sabbatical Leave.
- 46
- 47 c. To return, at the option of the Board, to the teaching assignment with the
- 48 Whiteford School District for a minimum of three years following the
- 49 Sabbatical Leave.
- 50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

- d. Provide for pro-rated reimbursement for each year not taught after returning from sabbatical.
 - 1. A teacher who does not return must reimburse the school district the full amount of the stipend.
 - 2. A teacher who leaves after one (1) year must reimburse the school district two-thirds (2/3) of the stipend.
 - 3. A teacher who leaves the school district after two (2) years, must reimburse the district one third (1/3) of the stipend.
 - 4. A teacher leaving before a school year is complete will not be given credit for that year and will reimburse the school district for his/her stipend up to the previous completed year according to the pro-rated schedule.

N. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) to care for the employee's spouse, child, or parent who has a serious health condition;
or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

A. Association Rights

1. The Association has the right to have a representative present at the adjustment of a grievance submitted by an individual teacher.
2. The Association may use school buildings for meetings under the same conditions applying to other community groups.
3. School equipment and supplies may be used on the premises by the Association. Unless rental arrangements are made, the Association will not use school equipment or supplies for preparing, supporting or carrying on collective bargaining activities. Faculty room bulletin boards and teacher mailboxes may be used by the Association for posting and distributing materials. The Association will be responsible for all materials so posted or distributed.
4. The Board acknowledges the Association's rights of access to the public records of the district including those dealing with financial resources and budgeted expenditures and will provide the Association with copies of these materials in response to reasonable requests.
5. Within thirty (30) days of ratification the board will provide the Association with sixty (60) copies of this agreement for distribution to its members. The Board acknowledges the Association's right to recite the provisions of this Agreement to its members as well as other rights of the teachers set forth in the statutes of the State of Michigan and of the United States.
6. If the teacher agrees the Board will furnish the Association with copies of its official resolutions which are concerned with the discipline, demotion, discharge of a teacher.
7. The Board will place on the agenda of any regular board meeting as the first item under new business any matter not subject to this contract brought to its attention by the Association. The superintendent will be apprised of these matters in writing one week in advance of the meeting.

B. Teacher Rights - Protection of Teachers

1. Certain rights and responsibilities of teachers are prescribed by the laws and constitution of the State of Michigan. The basic rights of all citizens are guaranteed by the Constitution and Bill of Rights of the United States.
2. The Board of Education will furnish liability insurance coverage for their employees. If a teacher is complained against or sued as a result of student disciplinary action taken by the teacher which is consistent with Board policies, the Board will support the teacher and provide for assistance as mutually agreed upon.
3. Teachers exercising reasonable care with respect to the safety of pupils and property will not be held by the Board to be individually liable except for unlawful acts.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

- 4. When a teacher is to be reprimanded, warned or disciplined for an infraction of this Agreement or for any reason, the teacher is entitled to arrange for a representative of the Association to be present. Before any action is taken two days will be granted to the teacher to make arrangements for representation under this provision of the Agreement prior to the action being taken. The teacher will be made aware of this provision when it is invoked.

- 5. When a teacher is found to be in violation of this contract, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written warning, reprimand, temporary suspension without pay, discharge.

- 6. A teacher may examine his/her personnel record file in the office of the superintendent and may arrange for the presence of a representative of the Association during such examination. These files will contain application of employment, personal and family data, copies of correspondence, copies of evaluations. Confidential credentials received from placement offices will not be open to teacher inspection.

After initial employment no materials will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material or receive copies. Teachers who take exception to materials contained in their personnel files may submit written statements which will be attached to the questioned material.

If the teacher is asked to sign material placed in the personnel file, such signature will indicate only the teacher's awareness of the material and will not be interpreted to mean agreement with the content of the material.

- 7. Teachers' personnel files will be considered confidential to the extent permitted by law. When an inspection of a teacher's files is requested, the Board will notify the teacher of said request. The teacher will then have three (3) business days to review the file and to take any legal and/or contractual action pertaining to his files.

- 8. At the beginning of the school year the teacher will be advised in specific terms of teaching responsibilities.

- 9. If any person assaults a teacher in the course of his/her duties, the Board will provide the teacher with assistance determined appropriate by the Board in dealing with law enforcement and judicial authorities.

- 10. No disciplinary action will be initiated against a teacher based upon a complaint which has not been called to the attention of the teacher including the identity of the complainant.

- 11. When a pupil on school premises deliberately damages or destroys the personal property of a teacher on duty the Board will reimburse the teacher for any sum related to the loss which is not covered by insurance policies of the teacher or the district up to a maximum of \$100.

1 12. The teacher shall bring to the attention of the principal any undisciplined student who
2 continually disrupts the classroom. The teacher will keep an anecdotal record of the
3 student's disruptive behavior in the classroom. Action shall be taken by the principal
4 to remedy the situation before the educational process of the rest of the class suffers.
5 If the teacher feels the problem has not been resolved, the teacher shall notify the
6 Superintendent of the situation. The Superintendent will take appropriate action.
7

8 C. Teacher Rights - Teaching Conditions
9

10 1. Teaching Load and Class Size
11

12 a. Normal class size will be 28 students in the elementary school (grades K-5) and
13 150 students per teacher in the secondary school (grades 6-12) with the exception
14 of secondary music and physical education classes. In the event there are self-
15 contained classrooms at the sixth grade level, normal class size will be 28
16 students. If an elementary class or a self-contained sixth grade class exceeds 28
17 students, the teacher shall be paid an amount of \$75 per student per marking
18 period in excess of 28, but shall under no circumstances be assigned a student
19 load in excess of 33 students. Class size is based on the class enrollment on the
20 last day of the marking period. If a secondary teacher, with the exception of
21 teachers of music, physical education, or self-contained sixth grade classrooms, is
22 assigned a student load in excess of 150, the teacher shall be paid an amount of
23 \$100 per student or fraction thereof in excess of 150, but shall under no
24 circumstances be assigned a student load in excess of 180.
25

26 *In the event that the middle school/high school transition back to a traditional daily schedule*
27 *(seven (7) period day), the following language will be:*
28

29 a. Normal class size will be 28 students in the elementary school (grades K-5) and
30 180 students per teacher in the secondary school (grades 6-12) with the exception
31 of secondary music and physical education classes. In the event there are self-
32 contained classrooms at the sixth grade level, normal class size will be 28
33 students. If an elementary class or a self-contained sixth grade class exceeds 28
34 students, the teacher shall be paid an amount of \$75 per student per marking
35 period in excess of 28, but shall under no circumstances be assigned a student
36 load in excess of 33 students. Class size is based on the class enrollment on the
37 last day of the marking period. If a secondary teacher, with the exception of
38 teachers of music and physical education, is assigned a student load in excess of
39 180, the teacher shall be paid an amount of \$75 per student per marking period in
40 excess of 180, but shall under no circumstances be assigned a student load in
41 excess of 195. Class size is based on the class enrollment on the last day of the
42 marking period.
43

44 b. A student who is officially assigned to a resource room will be counted as one
45 and one-half students.
46

47 2. Teachers will be assigned only within the scope of their teaching certificates or their
48 major and minor fields of study except in cases of emergency.
49

- 1 3. Teachers will be notified of their grade or subject assignments for the following
2 school year before May 30. In the event that changes in schedule are necessary
3 teachers will be notified promptly and will receive a written explanation.
4
- 5 4. Providing that funds are available, textbooks will be furnished with edition dates
6 falling within the past five years. Personal copies of texts will be provided for
7 teachers' use but will remain the property of the district. Each classroom will be
8 furnished with a dictionary appropriate to the grade level of the pupils.
9
- 10 5. Adequate typing and duplicating materials and equipment will be made available in
11 each school for preparation of instructional materials. A standard electric typewriter
12 will be provided in each faculty room.
13
- 14 6. Each teacher will be furnished with a separate desk with lockable drawer and closet
15 space for coats, overshoes, and personal articles.
16
- 17 7. Each teacher will be furnished with class record books, plan books, and other
18 consumable items needed for daily classroom duties.
19
- 20 8. The Board will provide lunchroom and lavatory facilities for teacher use.
21
- 22 9. Personal long distance telephone calls must be recorded on forms provided by the
23 administration.
24
- 25 10. Teachers will be provided with designated parking areas during regular school hours.
26
- 27 11. Custodial work requests will be provided for each teacher.
28
- 29 12. All new file cabinets will be equipped with locks.
30
- 31 13. Teachers will not be required to post standard test score labels or heights and weights
32 in students' permanent record files.
33
- 34 14. Copies of catalogues of materials available from the Monroe County Library and the
35 Intermediate School District Office will be placed in each faculty room.
36
- 37 15. The Board will be reimbursed by the teacher for the cost of lost desk keys and for
38 desk locks which must be replaced when keys are lost.
39
- 40 16. A minimum of 42 sq. ft. of chalkboard will be provided in each classroom.
41
- 42 17. Minimum classroom storage space of 27 cu. ft. will be provided for instructional
43 materials.
44

45 D. Vacancies and Promotion

46
47 Whenever any vacancy in any professional position in the school shall occur, the
48 administration shall publicize the same by giving written notice of such vacancy to the
49 Association and by posting the vacancy in each teachers' lounge at least seven (7) school
50 days during the school year and seven (7) calendar days during the summer prior to filling.

1 During the summer recess all professional position vacancy notices shall be mailed to all
2 qualified staff members.

3
4 A vacancy shall be defined as a position previously held by an employee or a new position
5 created, however, not an extension of a current position, including summer school and extra
6 curricular activities.

7
8 Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give
9 due consideration to the professional background and attainments of all applicants, length of
10 service, and other relevant factors. The Board reserves the right to hire, assign and/or
11 promote on the basis of its own judgement.

12
13 E. Transfers

14
15 1. Transfers are defined as changes in work location, grade level, subject area or
16 position. Requests by a teacher for transfer may be made at any time. Such requests
17 will be made in writing to the superintendent with a copy to the Association. The
18 application will set forth grade, subject area, or position sought, and the applicant's
19 qualifications.

20
21 2. Receipt of applications and requests referred will be acknowledged by the
22 superintendent within five (5) working days.

23
24 3. Involuntary transfers may be made only for reasonable and just cause. Thirty (30)
25 days prior to an involuntary transfer, the superintendent will provide the teacher and
26 the Association written reasons for the transfer.

27
28 4. When involuntary transfers are required for necessary reduction in a school's staff
29 due to reduced student enrollment or due to a lay-off situation, the transfers will be
30 made on the basis of seniority in the district (as defined in Article VII-F-2) and the
31 teacher having the greatest amount of seniority shall have first right of refusal.

32
33 F. Reduction In Personnel

34
35 1. The Board will determine whenever a reduction in personnel is deemed necessary.
36 The Board will consult representatives of the Association before its final decision.

37
38 2. Seniority is defined as continuous length of service within the bargaining unit and
39 shall be pro-rated for regular part-time bargaining unit members and members who
40 work fractional years. All teachers will be ranked in the order of their effective date
41 of employment. When more than one individual has the same effective date of
42 employment they will participate in a drawing to determine placement on the
43 seniority list. The Association and teachers affected will be notified in writing of the
44 date, place and time of the drawing. The drawing will be conducted openly at a time
45 and place that will allow affected teachers and Association representatives to be
46 present.

47
48 3. The seniority list will be published and posted conspicuously in all buildings of the
49 district by October 15 of each school year. Revisions and updates of the seniority list

1 will also be published and posted as they are made. A copy of the seniority list and
2 subsequent revisions and updates will be forwarded to the Association.
3

- 4 4. All seniority is lost when employment is severed by resignation, retirement, discharge
5 for cause, or transfer to a non-bargaining unit position, however; teachers who are
6 members of the bargaining unit on September 1, 1981 and administrators who
7 subsequently become members of the bargaining unit will be given seniority for all
8 previous bargaining unit service. Seniority is retained if severance of employment is
9 due to lay-off. In cases of lay-off, teachers so affected will retain all seniority
10 accumulated as of the effective day of lay-off.
11
- 12 5. Seniority will continue to accumulate for up to two (2) years when teachers are on
13 leaves of absence.
14
- 15 6. No teacher will be laid-off pursuant to a necessary reduction in work force unless the
16 teacher is notified by no later than one (1) week after the regularly scheduled June
17 Board meeting.
18
- 19 7. In reducing staff, non-tenure teachers and teachers with the shortest service in
20 Whiteford Schools will be first laid-off provided certified staff are available for the
21 remaining positions.
22
- 23 8. Tenure teachers with longer service will not be laid off before tenure teachers with
24 shorter service or probationary teachers except in cases in which the teacher with the
25 longer service is not certified or qualified to teach in the specific areas required by the
26 Board of Education. Qualified will be defined as teachers who meet the “highly
27 qualified” requirements of the No Child Left Behind Act and implementing state and
28 federal regulations, as well as holding a major or minor in the subject area or having
29 prior teaching experience in the subject area. To be employed each teacher must
30 meet these requirements.
31
- 32 9. Laid-off teachers will be recalled to the first vacancy for which they are certified or
33 qualified in reverse order of lay-off.
34
- 35 10. Laid off probationary teachers will not have a right of recall. Laid off tenure teachers
36 will have a right of recall for a period not to exceed three years following the
37 effective date of layoff. A tenure teacher refusing an offer of recall to a position for
38 which the teacher is certified and qualified will result in the teacher being deemed a
39 voluntary quit and forfeiting any right of recall unless the teacher at the time of the
40 offer of recall is employed under contract by another Michigan or Ohio school
41 district, in which case the teacher will continue to be eligible for recall during the
42 three-year period following the effective date of layoff. Failure of a teacher on layoff
43 to respond within fifteen (15) days of the receipt of a written offer of a position made
44 by the Board will result in the teacher being considered a voluntary quit losing all
45 right of recall.
46
- 47 11. Notification of recall will be in writing with a copy to the Association. The
48 notification will be sent by certified mail to the teacher's last known address. It will
49 be the responsibility of each teacher to notify the Board of any change in address.
50

12. A laid-off teacher will upon application be granted priority status on the district substitute teacher list.
13. A laid-off teacher may continue health, dental, and life insurance benefits by paying monthly to the Board the normal per subscriber group rate premium for such benefits subject to the limitations of the insurance carrier.
14. During a period of impending lay-offs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests. Based on order of application the number of leaves of absence to be granted will not exceed the number of teachers to be laid-off.
15. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of Whiteford School District teachers in the consolidated district.

G. Unpaid Leaves of Absences

1. A leave of absence without pay for one year, subject to renewal at the will of the Board, may be granted to any teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries.
2. A military leave of absence without pay will be granted to any teacher under the provisions of Michigan Act 145 of 1943.
3. A leave of absence without pay of one year, subject to renewal at the will of the Board, may be granted to any teacher to campaign for or serve in public office.
4. Maternity leaves will initially be approved for periods of up to twelve months. At the teacher's request an additional leave of up to twelve months may be approved providing the teacher is not employed by any other school district.
5. A leave of absence will be granted to any teacher for the purpose of child care. The leave will begin one month after the teacher's request unless an emergency exists.
 - a. Reinstatement will be to the teacher's former position or a similar position.
 - b. Leaves of absence for child care may be approved for periods of up to one (1) year. An additional year may be approved upon request.
 - c. A teacher on child care leave may return to duty only at the start of the school year unless a vacancy for which the teacher is certified or qualified occurs during the year.
6. Seniority Accrual

Teachers returning from leaves of absence approved after the effective date of this contract will be credited with accrued seniority of up to two years.

- 1 7. On leaves of absence other than military, notice of intention to return to teaching duty
2 must be given at least ninety days before the leave expires.

3
4 H. Mentor Teachers

5
6 State law mandates a mentor for a new teacher in the first three (3) years of employment in
7 classroom teaching for the purpose of assisting, informing and coaching probationary
8 teachers in the rights, responsibilities and ethics of the teaching profession. The following
9 shall be guidelines for mentoring:

- 10
11 1. Qualified staff will submit their intentions to become mentors by June 1 of each
12 school year. The list of names will be maintained until the teacher requests removal
13 from said list.
- 14
15 2. In the selection process the following guidelines will be applicable with respect to
16 internal applicants:
- 17 a. The ultimate and overriding criteria used by the administrator in selecting a
18 mentor will be the respective candidate's recognition as a teacher skilled in
19 the art and science of teaching with the capability to communicate these two
20 areas.
- 21
22 b. General criteria in selection will include:
- 23 1. Tenure
- 24 2. Minimum of five (5) years teaching
- 25 3. Same background in major area of instruction (i.e., lower elementary
26 to lower elementary, grade level to grade level, department to
27 department, etc.)
- 28 4. Classroom teachers will be matched to classroom teachers
- 29
30 3. Regarding appointments, the following will apply:
- 31 a. All appointments as mentors will be voluntary.
- 32 b. Appointment shall be for three (3) years unless either party requests a change,
33 or their building principal decides it is in the best interests of the parties.
- 34 c. Mentors will have no involvement in the evaluation process and the
35 relationship will be collaborative and confidential.
- 36 d. A mentor can have up to two (2) probationary teachers if desired.
- 37
38 4. Mentor Responsibilities:
- 39 a. It is understood that time between the mentor and the probationary teacher
40 will necessarily take place weekly beyond the normal working day to
41
42
43
44
45
46
47
48
49
50

1 establish a collaborative relationship. A minimum of 25 hours per school
2 year is required of an on-staff mentor and the mentor shall keep a log of the
3 time devoted to this process for confirmation to the administration (see
4 attached). The log of contacts will indicate the dates of contacts, the type of
5 contact, the topic(s) addressed, the time spent and the initials of the mentor
6 and probationary teacher. The log will be submitted to the building principal
7 throughout the school year as mentoring is conducted and must be submitted
8 by May 15 each year for payment of the mentor stipend. Any time spent
9 together before or after the normal school year shall be at the option of the
10 mentor and probationary teacher. Time commitments may change due to
11 revision of state mandates.
12

- 13 b. The mentor will attend in-service programs designed to assist the mentor with
14 responsibilities such as cognitive coaching, peer analysis, instructional
15 effectiveness, and time management. The mentor will conduct in-service
16 sessions for the assigned probationary teacher(s) as needed. The minimum of
17 mentor/probationary teacher contacts should be 8 per semester with no less
18 than 1 contact per month. The contacts will include the following activities:
19

20 Individual conferencing 2-5

21 Classroom observations (at least 2 per year) 2-3

22 Group in-service involving the mentor and probationary teacher 1-2
23

24 Research shows that the eight most common problems for beginning teachers
25 include:
26

- 27 • classroom discipline
- 28 • planning lessons and classwork
- 29 • motivating students
- 30 • dealing with students' individual differences
- 31 • evaluating student work
- 32 • dealing with students' personal problems
- 33 • relating to parents
- 34 • coping with a lack of instructional resources
35

36 It is expected that each of these topics will be reviewed with the probationary
37 teacher during the individual conferences or in-services provided by the
38 mentor teacher.
39

- 40 5. In filling vacancies for mentor positions from within the staff, the Board shall
41 consider the professional qualifications, background, attainments, and service in the
42 school district of all applicants. The parties recognize that the filling of mentor
43 vacancies from within or outside of the staff is a prerogative of the Board and the
44 decision of the Board will be final.
45
- 46 6. The mentor teachers from within the staff shall receive a stipend of \$500.00 per
47 mentee.
48

1 teachers shall be observed at least two (2) times per year, receive an “individualized
2 development plan,” and an annual year-end performance evaluation. Beginning with
3 the 2006-07 school year, teachers on continuing tenure shall be observed at least two
4 (2) times and given performance evaluations at least once every three (3) years.
5 However, whenever the administration believes a tenure teacher’s performance is
6 unsatisfactory, more frequent observations and an evaluation may be performed as
7 provided for by this Agreement.
8

- 9 4. Teachers who are assigned to classes which are not related their certification, or to
10 classes composed of students with severe learning disabilities, or to classrooms which
11 are inappropriate for the assignment, will not be evaluated on the same basis as are
12 teachers who are not working under these conditions.
13
14 5. The administrator shall prepare the written evaluation and give the teacher a copy at
15 an evaluation conference to be held with the teacher within ten (10) school days of
16 the formal observation.
17
18 6. When an unfavorable evaluation is to be filed, the teacher will be furnished with:
19
20 a. A written statement enumerating the weaknesses observed.
21
22 b. Clear and concise suggestions for correcting or improvement of these
23 weaknesses.
24
25 c. Administrative assistance and advice to help effect improvement.
26
27 d. A clearly defined period of time in which improvement is to be expected.
28
29

30 **ARTICLE IX**
31 **GRIEVANCE PROCEDURE & ARBITRATION**
32

33 A. Grievance Procedure
34

- 35 1. Any grievance which occurs outside the realm of the principal may be started at the
36 superintendent's level.
37
38 2. The term days as used herein shall mean days when school is in session. (During the
39 summer recess, "days" shall mean week days, excluding weekends and holidays.)
40
41 3. The time limits provided in this Article shall be strictly observed but may be
42 extended by written agreement of the parties.
43
44 4. The Board shall, upon request, provide all information, documents, and materials
45 necessary to the determination of the grievance.
46
47 5. The following matters shall not be the basis of any grievance filed under the
48 procedure outlined in this article:
49
50 a. The termination of or failure to re-employ any probationary teacher.

- b. The termination of services of, or failure to re-employ, any teacher to a position on the extracurricular schedule.
- c. Any matter which is being pursued through the Tenure Commission, other administrative agency, or courts.

B. Grievance Steps

1. When a teacher, group of teachers, or the Association believes that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, the teacher, group of teachers, or the Association will discuss the matter with the principal during non-teaching hours, to attempt to resolve it informally within five (5) days (as defined above) of the occurrence giving rise to the grievance, or within five (5) days of knowledge of the occurrence. The building representative will also be present, if requested. If the informal meeting does not resolve the problem, a written grievance will be filed with the principal within five (5) days of the informal meeting.
2. If the matter is not satisfactorily resolved, the written grievance shall contain:
 - a. A statement of the facts upon which the grievance is based.
 - b. A reference to the articles or sections of this contract which have allegedly been violated.
 - c. A statement of the relief requested.
3. The principal shall submit an answer within five (5) school days in writing. One copy of this decision will go to the grievant, one copy to the building representative, and one copy to the Association.

Level Two Within five (5) school days after reviewing the decision of the principal, the aggrieved teacher may appeal to the Superintendent of Schools. The appeal will be in writing, specify the Article and Section of the Agreement allegedly violated and will contain the reason for the appeal, including a copy of the principal's decision.

Within five (5) school days after receipt of the appeal, the superintendent will investigate the grievance, give the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision will be delivered to the teacher involved, the building representative, the Association and the school principal.

Level Three Within five (5) school days after receiving the decision of the superintendent the aggrieved teacher or the Association may deliver an appeal to the Secretary of the Board of Education. The appeal will be in writing and contain the reason for the appeal and copies of the principal's decision and the superintendent's decision.

The appeal will be heard at the next regularly scheduled board meeting, after receipt of the appeal or within ten (10) days, whichever is later. The Board or its designated representative, will investigate the grievance, and give the aggrieved teacher and the Association a

1 reasonable opportunity to be heard. The Board will render its decision in writing within ten
2 (10) days after holding a hearing on the appeal. A copy of the Board's decision will be
3 delivered to the teacher involved, the building representative, the Association, the principal
4 and the school Superintendent.
5

6 C. Arbitration
7

- 8 1. Any grievance which is not resolved through the procedures prescribed in paragraph
9 B may be submitted to arbitration provided that a notification of intent to arbitrate is
10 provided to the Board of Education no later than thirty (30) days from the receipt of
11 the written response at Level III.
12
- 13 2. Arbitration will be before an impartial arbitrator selected by the parties. If the parties
14 cannot agree on an arbitrator he/she will be selected by the American Arbitration
15 Association in accord with its rules, which will likewise govern the arbitration
16 hearing.
17
- 18 3. The powers of the Arbitrator will be limited to interpretation of the Articles and parts
19 of this agreement unless mutually agreed otherwise. The Arbitrator shall have no
20 power to require back pay for more than ten (10) days prior to the date a written
21 grievance is filed.
22
- 23 4. Both parties agree to be bound by the award of the Arbitrator.
24
- 25 5. The fees and expenses of the Arbitrator will be paid by the Association when the
26 Arbitrator finds in favor of the Board of Education. The fees and expenses of the
27 Arbitrator will be paid by the Board of Education when the Arbitrator finds in favor
28 of the Association.
29
- 30 6. The Monroe County Education Association is the only party to this Agreement who
31 has the right to process a grievance to arbitration.
32
33
34

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

**ARTICLE X
NEGOTIATION PROCEDURES**

At the request of either party representatives of the Board and the Association's bargaining committees will meet on the last school day of each month for the purpose of reviewing the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Each party will submit to the other forty-eight hours prior to the meeting, an agenda covering what they wish to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the bargaining unit members.

The Association will designate a teacher in each school building as Association Representative (A.R.). On request of either party the principal and Association Representative will meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

When negotiations are conducted during regular school hours, released time shall be provided for the Association negotiating committee.

Neither party in contract negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the superintendent.

35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

**ARTICLE XI
LIMITS ON TEACHING**

The Board will place no arbitrary limits upon the study, investigation, or presentation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

- A. This Agreement may be amended by mutual consent of the parties.
- B. Individual contracts between the Board and the teacher will be subject to and consistent with this Agreement.
- C. No Board policy will contradict any terms or conditions of this bargaining agreement.

1 D. Teachers will be issued keys to school buildings according to their needs as determined by
2 the principals. Unauthorized use or duplication of school keys may result in progressive
3 discipline ranging from reprimand to discharge.
4

5 E. Teachers will not be required to report on duty days when school is closed due to inclement
6 weather, but will make these days up as outlined by the provision in Article VI, Paragraph D.
7

8 F. When conditions permit, teachers will be advised of emergency school closing by radio
9 announcements prior to 7:15 a.m.
10

11 G. Prior to March 1 annually, representatives of the administration and the MCEA/WEA, will
12 meet with representatives from other school districts of the county for the purpose of
13 developing a "common calendar". Consideration in developing the "common calendar" will
14 be given to obligations to other employee groups and special transportation requirements.
15 The MCEA\WEA president and one member of the negotiating team will prepare two
16 proposed calendars, based upon said "common calendar" for the subsequent year. On or
17 before April 1, members of the MCEA/WEA will approve one of the proposed calendars to
18 be presented to the Board of Education each year at the regular April board meeting. The
19 Board of Education reserves the right to recommend changes to the administration and
20 MCEA\WEA.
21

22 If necessary, a revised "common calendar" will be considered by the Board of Education at
23 the regular May board meeting. If no agreement is reached on a revised "common calendar"
24 the Board of Education will adopt a calendar based upon that approved by the administration
25 and the MCEA/WEA but with adjustments to reflect the board's obligations to other
26 employee groups and special transportation requirements.
27

28 The calendar will include the pupil instruction time required by the state. The contract
29 provisions relating to instructional time are subject to being reopened if state requirements
30 are changed. In addition, if changes can be made to starting/ending times, days, and/or hours,
31 the Board and Association will open discussion on this possibility. When an agreement is
32 reached, it will become a part of this agreement. One-half (1/2) of a day at the beginning of
33 the school year, and one-half (1/2) of a day at the end of the school year will be used for
34 teacher orientation, preparation and records.
35

36 H. In the event that school is closed on a day for which a teacher had been granted bereavement,
37 personal or sick leave, the teacher will not be charged for that day's leave.
38

39 I. Nothing in this contract shall prevent the Board of Education from complying with
40 requirements mandated under the provisions of the Americans with Disabilities Act.
41

42 J. Board of Education agrees to pay for the cost of criminal background checks which is required of
43 WEA members under Public Act 129 and 138 of 2005.
44
45
46

1
2
3

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SCHEDULE A

Exp.	2005 - 2006		2006 - 2007	
	BA	MA	BA	MA
0	31,616	33,304	32,090	33,804
1	32,477	34,140	32,964	34,652
2	33,695	35,984	34,200	36,523
3	34,902	37,926	35,426	38,494
4	35,882	39,972	36,420	40,571
5	38,134	42,127	38,706	42,759
6	39,778	44,391	40,375	45,057
7	41,843	46,778	42,471	47,480
8	43,905	49,287	44,563	50,026
9	47,787	51,930	48,504	52,709
10	54,374	59,219	55,190	60,108

Add \$500 for the master’s degree plus 30 additional semester hours (or equivalent term hours in certified teaching field; \$250 for master’s degree plus 15 additional semester hours (or equivalent term hours) in certified teaching field. (Teaching major/minor). Add longevity pay of \$600 every five (5) years beginning with the 15th year.

Schedule A and Schedule B shall be retroactive to the beginning of the 2005-06 school year.

1 **SCHEDULE B**
2 **STIPENDS FOR EXTRA DUTY ASSIGNMENTS**
3

4 All school employees who are recipients of stipends under Schedules B-1 and B-2 who aren't
5 terminated by the June Board meeting will be considered re-hired for the same position for the next
6 school year without Board approval. It is understood that the Board may terminate any sport or
7 activity or dismiss any employee under Schedules B-1 and B-2 at their discretion. It is further
8 understood that a teacher may decline B-1 assignments.
9

10 The Board will pay the stipends indicated below to teachers who are assigned extra duties. If an
11 activity is canceled after the start of its normal schedule, the employee's stipend will be pro-rated.
12

13 All recipients of a stipend paid on a percentage basis will include information in their program on the
14 harmful affects of drug and alcohol use.
15

16 **SCHEDULE B-1**
17

18 Driver Education:
19

20 \$25.00 per hour
21

22 Percent of BA Scale
23

24 <u>Dramatics:</u>	Fall Play Director	4%
	H.S. Spring Musical Director	6%
	H.S. Spring Musical Asst. Dir. Music	2%
	H.S. Spring Musical Stage Manager	1.5%
	Elem. Spring Musical Director	2%
	Elem. Spring Musical Asst. Dir.	1%

30 <u>Athletic Staff:</u>	<u>10%</u>	<u>6%</u>
31	Head Football	J.V. Baseball (1)
32	Head Basketball	J.V. Softball (1)
33	Head Softball	J.V. Football (1)
34	Head Volleyball	J.V. Volleyball
35	Head Baseball	
36		
37		

1	<u>8%</u>	<u>4%</u>
2	Head TrackGolf	Freshman Basketball
3	Varsity Football Assistants (2)	Middle School Basketball (2)
4	J.V. Basketball	Middle School Volleyball (2)
5		Middle School Track (2)
6		Middle School Football (2)
7		H.S. Winter Cheerleading*
8		H.S. Fall Cheerleading*
9		*[For both J.V. and Varsity squads]
10		
11		<u>1.5%</u>
12		Jr. High Fall Cheerleading*
13		Jr. High Winter Cheerleading*
14		*[For both 7th & 8th grade squads]
15		
16		Intramurals Elementary
17		
18	<u>Faculty Game Manager</u>	\$10/hr., \$30 minimum

19
20 Each September members of the faculty will be asked to volunteer for class advisor.

21
22 The percentage in this schedule will be used to calculate the payment to the coach, advisor, or
23 director, based on the contract year's salary for the B.A. degree with this percentage to be capped at
24 step 10 on the salary schedule. The step will be determined by the total number of years of
25 experience of the employee in that particular activity. This experience does not have to be
26 continuous, or in the Whiteford School System. All experience as an assistant or head coach at the
27 junior high school or high school level shall be included.

28
29 If no regularly employed Whiteford teacher is available and qualified, persons may be employed in
30 these extracurricular positions who are not employed as teachers in the Whiteford School System and
31 may have their salaries negotiated on an individual basis, but at no time will the amount paid to them
32 exceed the amount scheduled to be paid a regular staff member.

33
34 EXAMPLE: Mr. X coached football at a junior high school in another system 2 years. He coached
35 football as an assistant for 2 years at Whiteford before retiring from coaching. Mr. X returned 1 year
36 later to coach as an assistant football coach for 2 more years. This year, if he would be hired as a
37 head coach, he would be paid 10% of the teacher's salary on step 6 (7th year) of the B.A. schedule.

38		<u>Percent of BA Base</u>
39		
40		
41		
42	<u>Art:</u> Two Exhibits	1.1%
43		
44	The coordinator of art will arrange for a spring exhibit of student art work and also	
45	be responsible for the exhibit at the Monroe County Fair.	

46
47 School Improvement Chairperson (total of 3): 1.25% per person

1 Advisor of Student Organizations:

2			
3	<u>Class Advisor</u>	Two Senior - 1.1% ea.	One Senior - 2.0%
4		Two Junior - 1.25% ea.	One Junior - 2.25%
5			One Sophomore - 1.0%
6			One Freshman - 1.0%
7			One Eighth - 1.0%
8			One Seventh - 1.0%
9			
10	<u>Outdoor Education Advisor</u>		1.0%

11

12 Club Advisors: For each group which requires an advisor as approved by the

13 administration and the Board of Education, the advisor will be

14 given a stipend of 1.0% per year. Advisors to groups who

15 through their leadership and the enthusiasm of their students

16 provide more than three activities a year will be reimbursed up to

17 0.15% per activity with a maximum of three (3) activities in

18 addition to the 1.0% stipend.

19

20 **The percentages above are of the B.A. base on the salary schedule.**

21

22

23 **SCHEDULE B-2**

24

25 The three extra-curricular B-2 assignments listed below are considered to be an extension of the

26 band, choir, and journalism regular teaching assignments. As such, the teachers holding these

27 regular teaching assignments may not decline these related extra-curricular assignments unless

28 medically unable to perform these assignments. Elimination of a Schedule B-2 assignment does not

29 automatically mean that the related Schedule A teaching assignment is eliminated.

30

31	Music marching band/concerts	10%
32	Music-choir/concerts	6%
33	Student publications advisor	8%

34

35

36

37

38

39

40

41

42

43

44

SCHEDULE C

1
2
3 A. The Board will provide, without cost to the employee except as provided below, up to full
4 family coverage for a full twelve month period the following:

5
6 1. MESSA Choices II, effective on or before April 1, 2006, with each teacher who takes
7 this coverage contributing \$30 per month toward the premium cost. Payment of
8 monthly premium contribution will be retroactive back to August 1, 2005.

9
10 The \$30 monthly premium contribution shall be automatically payroll deducted from
11 the employee's pay on a pre-tax basis through a qualified Internal Revenue Service
12 Section 125 Plan and a Salary Reduction Agreement.

13
14 This coverage will include the MESSA Choices II RX \$5/\$10 Prescription Co-Pay.

15
16 2. MESSA Delta Dental E/007 (80/80/80)

17
18 3. \$30,000 MESSA Group Term Life w/AD/D

19
20 B. Employees who do not require health insurance will be provided a monthly sum equal to the
21 single subscriber premium for health insurance. This sum is to be applied to the premium for
22 any of the optional coverages by WEA/MESSA/MESFA which includes annuities. The
23 District will provide employees with a qualified Internal Revenue Service Section 125 Plan
24 and Salary Reduction Agreement.

25
26 C. Teachers who were regular full time employees prior to September 1, 1973 may retain
27 sheltered annuity benefits in lieu of health benefits or dental benefits. The Board will pay
28 premiums for these sheltered annuity benefits in a sum equal to that provided in paragraph
29 "B" for optional insurance.

30
31 D. The Board will provide to each eligible employee VSP 3 or its equivalent. The Board at its
32 option will be able to select the carrier.