

# **Whitehall**

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## **Vikings**

**Master Agreement Between  
the Whitehall Educational Support  
Personnel Association and the  
Whitehall Board of Education.**



**2013-2027**

**Master Agreement Between  
Whitehall Education Association and Whitehall District Schools  
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## **ARTICLE I: RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment as defined in Section Eleven (11) of Act 336, Public Acts of 1947 as amended, for all professional teaching personnel meeting State certification requirements of a qualified teacher and under contract to the District including media specialists, guidance counselors, school psychologists, speech and language pathologists, and social workers who have a minimum of a BA degree and are State licensed or State approved in their field excluding Community Education Program and summer program personnel, substitute teachers, supervisory and/or executive personnel, office and clerical employees, school nurses, bus drivers, maintenance and custodial employees, athletic director, coordinator of Special Education, and all others not specified above. The term "Teacher" when used hereinafter, in the Agreement, shall refer to those employees represented by the Association in the bargaining or negotiation unit as above defined. Reference to male teachers shall include female teachers. Any reference to a time limit in days is understood to mean working days, and to exclude Saturdays, Sundays, holidays, and vacation days as designated in the school calendar.

## **ARTICLE II: TEACHER AND BOARD RIGHTS**

### **A. Introduction**

Pursuant to Act 336 of the Public Acts of 1947 as amended, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, so long as these activities do not take place during the normal school day. The Board and the Association agree that they will not discourage, deprive, or coerce any teacher in the enjoyment of rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States. The Board and the Association agree that neither they nor any of their administrative agents shall discriminate against any teacher with respect to rates of pay, wages, hours of employment, or other conditions of employment, as defined in Section Eleven (11) of Act 336, Public Acts of 1947 as amended, by reason of race, religion, color, national origin, sex, marital status, age, height, weight, other protected characteristic, membership or participation in the lawful activities of the Association, or handicap unrelated to the individual's ability to perform the duties of the position.

Nothing herein contained, except as expressly provided otherwise by the terms of this Agreement, shall be construed to deny or restrict to any teacher rights he may have under the Michigan Revised School Code and the laws and Constitutions of Michigan and the United States.

## **B. Right to Membership**

1. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, religion, color, national origin, sex, marital status, age, height, weight, other protected characteristic, membership or participation in the lawful activities of the Association, or handicap unrelated to the individual's ability to perform the duties of the position.

## **C. Rights Reserved for the Board**

There is reserved exclusively to the Board all rights, powers, and authority vested in it by the laws and Constitutions of Michigan and of the United States except as legally provided otherwise by the express terms of this Agreement.

It is agreed that the Board retain the right, except as expressly provided otherwise by the terms of this Agreement, to establish and equitably enforce reasonable rules and personnel policy relating to the duties and responsibilities of teachers, the determination and administration of educational policy, the operation of the school, and the direction of the professional staff as related to the day-to-day program.

## **D. Acceptable Standard of Professional Behavior**

The Board and Association agree that all teachers represented by the bargaining unit should at all times adhere to an acceptable standard of professional behavior, and as a guideline to be used in the determination of an acceptable standard of professional behavior, the Board may refer to relevant portions of the Code of Ethics of the National Education Association and the Michigan Education Association. The Board agrees that it will give careful consideration to recommendations of an acceptable level of professional behavior among the teachers. The Association agrees that this paragraph shall be construed as supplemental and in addition to the powers and responsibilities conferred upon and vested in the Board respecting discipline of teachers, and nothing in this paragraph, including language in the above mentioned Code of Ethics and recommendations of the Association, shall in any way limit or diminish the Board's authority in this area. The Board reserves the exclusive right to exercise enforcement steps, within its own discretion, with or without recommendation from the Association.

The professional life of each teacher shall be consistent with the high standards expected of a member of the teaching profession.

## **E. Information Disclosures**

The Board agrees to furnish the Association upon request the following documents: the annual operating budget, monthly budget summary, annual financial report, the annual school audit, teachers' certification credentials and any other information which is available under the Freedom of Information Act.

## **F. Policy Adoption**

Policy that affects teachers shall be made available to them at the beginning of the school year or prior to the effective date of any policy if adopted within the school year.

## **G. Personnel Files**

The Board and Association recognize the value of keeping teachers apprised of all evaluative material concerning them. To this end the Board and Association agree that all teachers shall have the right to examine and submit a written response to all materials which have been placed in their personnel file since their employment in the Whitehall School District. Such material to be viewed by the teacher would exclude any confidential information such as, but not limited to, letters of reference from previous employers.

## **H. Non-Renewal of Probationary Teacher Contracts**

Upon receiving written notice from the administration that a recommendation will be made to the Board that his/her contract not be renewed for the ensuing year, a probationary teacher shall have the right to resign prior to termination in cases other than moral turpitude.

## **I. Filing Complaints in Personnel Files**

A complaint directed toward a teacher shall not be included in said teacher's personnel file unless such matter is reported to the teacher within ten (10) working days of the receipt of the complaint.

## **J. Release of Information**

In the event that a teacher's personnel file or general bargaining unit information is requested under the Freedom of Information Act, the school district shall notify the Association and teacher of said request and shall wait five (5) days before releasing the file. The teacher has the right to request the Association not be notified if the information requested is specific to them as an individual.

## **K. Standard of Discipline**

Teachers shall not be reprimanded, disciplined, discharged, reduced in rank for a reason that is arbitrary or capricious.

Arbitrary or Capricious - This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must result from a deliberate, principled, reasonable process supported by the evidence.

Any corrective action taken by an administrator toward a teacher shall be done in private to the extent possible. The teacher who is corrected has the right to Association representation.

**L. Right to Appeal Reprimand**

A teacher who receives a reprimand, which becomes a part of his/her personnel file, shall have the right to appeal and discuss the same with the Superintendent.

**M. Right to Representation**

A teacher shall be entitled to request the presence of a representative of the Association when he/she is being corrected, reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such reprimand, warning or discipline may become part of the teacher's personnel file. In the event that an administrator has a reasonable expectation that a matter may become disciplinary, it would be appropriate to remind the teacher of their rights to request representation. The principal may also have a representative of his/her choice present. If the teacher requests the presence of an Association representative, such request shall be confirmed in advance with the principal. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher's refusal of a representative of the Association to be present under the circumstances above described shall not void the right of the teacher to future representation. Every effort shall be made to have the meeting occur within forty-eight (48) hours.

## **ARTICLE III: NEGOTIATIONS**

### **A. Representatives**

In any negotiations carried out under this agreement, neither party shall have any control over the selection of the representatives of the other party. Each 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 ratification by the Board of Education and by the Association.

### **B. Powers of Representatives**

Both parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ultimate ratification as provided in Section A.

### **C. Association as Sole Bargaining Body**

The Board agrees not to negotiate with any teachers' organization or individual member other than the Association for the duration of this Agreement. Nothing herein shall be construed to preclude or restrict the right of any individual employee to discuss with the Administration, or the right of the Administration to discuss with any individual employee, any matter relating to the terms and conditions of this employment, except that as to matters which are the proper subjects of collective bargaining. Any changes or modifications shall be made only through negotiations with the Association.

### **D. School Calendar Development**

The board and the association agree to meet in May or earlier to begin developing the school calendar for the following year.



## ARTICLE IV: GRIEVANCE PROCEDURE

### A. General Principles

1. A grievance shall mean a claim by a teacher, group of teachers, or the Association for a teacher or a group of identified and named teachers, that there has been an alleged violation, an alleged misinterpretation, or an alleged misapplication of the expressed terms of the Contract.
2. The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to problems or grievances of a teacher or a group of teachers.
3. It shall be the policy of the Board to assure to every teacher an opportunity to have the use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
4. The following are not to be the basis of any grievance filed under the grievance procedure:
  - a. Any claim or complaint for which there is another remedial procedure established by law or by regulation having the force of law including any claims or complaints for which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
  - b. Any matter involving teacher evaluation.
5. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance adjusted through grievance procedure Level Four hereinafter provided 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.
6. If the grievance is filed on or after May 15, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical.
7. It is the intent of the parties of this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all levels are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Association and Board that when a complaint is not made to the building principal within the specified time limit, or when a teacher(s) or the Association does not advance a problem or grievance to the next level within the specified time line, the problem or grievance shall be considered as resolved and waived. Failure of the Board to answer within the time limit shall be deemed a denial of the grievance, and it may then be appealed to the next step.
8. The following is grievable commencing at Level One and ending at Level Four below and is not subject to arbitration as provided in Level Five:
  - a. The failure to re-employ any bargaining unit member to a position on Schedule B.

## **B. Procedure**

Level One - Prior to invoking the grievance procedure, a teacher(s) who has a grievance shall first discuss the problem with his direct supervisor within ten (10) days following the day on which the problem occurred. If by mutual agreement between the Superintendent and the Association, the grievance involves more than one building and/or constitutes a system-wide problem, then the Superintendent will cooperate with the Association to bypass those levels of the grievance procedure which can serve no useful purpose to the solution of the problem. Both the Board and the Association must agree to the levels of the grievance procedure that are to be bypassed.

Level Two - In the event the problem is not worked out satisfactorily at Level One, he/she (they) may file a formal grievance in writing not sooner than three (3) days and not later than six (6) days after the initial discussion at Level One. The written grievance shall contain the following:

- a. The article, section, and sub-section alleged to have been violated,
- b. A synopsis of the facts pertaining to the alleged violation,
- c. Nature of the alleged violation,
- d. The date of the alleged violation,
- e. The remedy requested,
- f. Signature of the grievant(s).

The grievance may be processed on Grievance Report Form attached hereto as Appendix B. Within five (5) days of receipt of the written grievance, the principal shall state his decision in writing concerning the grievance, together with supporting reasons, and furnish one copy to the teacher(s) and Association.

Level Three - If the decision of the principal is not satisfactory, the grievance may be filed with the Superintendent within five (5) days by either the grievant or the Association. Within five (5) days from the receipt of the grievance, the Superintendent shall meet with the teacher(s) and other parties concerned and shall submit a written report within five (5) days of this meeting, including any agreement reached, or if the matter is not resolved, his answer to the grievance, together with supporting reasons, copies of which shall be given to the teacher(s), Association's Grievance Chairperson, and the Principal.

A grievance filed in accordance with provisions of Article IV, 8-A above must be filed within five (5) days of notification not to renew the contract of a Schedule B assignment. Either party may invoke mediation within three (3) days of filing the grievance with the Superintendent. The Superintendent shall make no decision during this three (3) day period, and if mediation is invoked, he shall make no decision prior to a meeting with the mediator. Within five (5) days of meeting with the mediator, the Superintendent shall submit a written report as provided above.

Level Four - In the event the aggrieved person(s) is not satisfied with the disposition of his (their) grievance at Level Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent and if the grievance is not filed in accordance with provisions of Article IV, 8-A, he (they) may refer the grievance in writing

to the Secretary of the Board through the Superintendent not later than ten (10) days from the ten (10) day Superintendent limitation.

Within fifteen (15) days from receipt of the written grievance by the Board, the Board or a Review Committee composed solely of members of the Board, Superintendent and involved Principals or Principal, and the Board's Negotiation Team, shall meet with the Association's Grievance Chairperson, the Association's Negotiating Team, and/or the grievant(s) for the purpose of arriving at a mutually satisfactory solution to the grievance. A written decision of the Board shall be rendered to all principal parties concerned within five (5) days following the meeting of the Review Committee.

If the grievance is filed in accordance with provisions of Article IV, 8-A, the grievance may be advanced to Level Four as provided in the preceding paragraph, if the aggrieved party (parties) requests that all Board action pertaining to the grievance be conducted in an executive session of the Board.

Level Five – The Association, within fifteen (15) days after receipt of the decision of the Board of Education, may make a written request to the Board (by delivery to the Administrative Assistant) for arbitration of the grievance. After receipt of the Association's request for arbitration, the Board and the Association shall meet within fourteen (14) calendar days after the date of receipt of the notice from the Association, in an attempt to make one last effort to resolve the issue. If the parties are unable to resolve the dispute at that point, the Association may file at the appropriate office of the American Arbitration Association a form demand for arbitration, provided said dispute involves an alleged violation or an alleged misinterpretation of the expressed terms of this Contract.

If the Association fails to exercise the privilege of arbitration within a fifteen (15) day period following the last effort attempt to resolve the issue, the grievance shall be deemed resolved.

The selection of the Arbitrator shall be by request to the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings.

The powers of the Arbitrator are expressly limited as follows:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or change any existing salary schedules.
- c. He shall have no power to hear or decide issues other than the ones expressly disclosed in the original grievance.
- d. His powers shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of the expressed terms of this Contract.
- e. He shall have no power to hear or decide any matter properly within the jurisdiction of the Michigan Tenure Commission.
- f. He shall have no power to obligate the Board to make monetary adjustments except in cases of wage losses and/or MESSA insurance fringe benefits as determined by the Arbitrator.
- g. The decision of the Arbitrator shall be final if within the scope of his authority.

- h. The fees and expenses of the Arbitrator shall be shared equally by the Board and Association. Either party may demand that the evidence and proceedings shall be stenographic reported, and the cost thereof shall be borne by the party making the request. Other expenses, including the cost of witnesses, shall be borne by the party requesting the witness or incurring the cost.
- i. No party, other than the Association, may invoke the arbitration request or process.

### **C. Miscellaneous**

In the course of investigation of any grievance, a teacher or representative of the Association shall not investigate a complaint, or present or handle a grievance, so as to interrupt or disrupt normal school operations or activities as determined by the building principal.

1. It is agreed that every effort shall be made not to involve students in any phase of the grievance procedure.

## **ARTICLE V: MATTERS CONTRARY TO AGREEMENT**

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

## **ARTICLE VI: AGREEMENT CONTRARY TO LAW**

If any provision or provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law or Michigan Department of Education regulations, as of ratification date, then such provision or provisions or the application thereof shall be deemed invalid except to the extent permitted by law, or Michigan Department of Education, but all other provisions herein shall continue in full force and effect.

## **ARTICLE VII: SALARY DEDUCTIONS**

### **A. Deductions**

1. Upon appropriate written authorization from the teacher based upon a uniform payment schedule, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, bank or financial institution, United Way, MEFSA, WEF, NEA programs, and U.S. Savings Bonds.
2. Annuity companies requesting payroll deduction for members of this bargaining unit will be required to have a minimum of five (5) members enrolled before payroll deductions will be implemented.
3. All current annuity companies will continue to have payroll deduction until there are no bargaining unit members enrolled. At that time the company shall be dropped.

## **ARTICLE VIII: VACANCIES**

### **A. Notification of Interest for Change of Assignment**

If a teacher is interested in changing his teaching assignment, he should express his interest in writing and submit to his building principal and the Superintendent by March 31st of the current school year. This notification of interest does not bind the teacher or the district to any change in assignment, nor does a lack of notification prevent a teacher from applying for any vacancy.

### **B. Vacancies**

A vacancy shall mean a bargaining unit position that is unfilled because it was newly created by the Board and represented an increase in total bargaining unit positions or because it was vacated for whatever reason by a member of the bargaining unit. Whenever a vacancy occurs, the Board shall publicize the same within the school system. It shall be the responsibility of the teacher to express in writing to his building principal any interest he may have in a posted position. Any teacher who has expressed an interest in writing in the vacancy shall be considered. The Board shall have sole discretion in filling the vacancy.

## **ARTICLE IX: MAINTENANCE OF DISCIPLINE AND PROTECTION OF TEACHERS**

### **A. General Responsibilities**

The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy.

The Board further recognizes that certain students may need specialized assistance. It shall be the responsibility of the teacher to report the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel other than the classroom teacher.

The following procedure shall be used in handling students who need specialized assistance:

1. The Board shall take reasonable steps through its designated representatives to assist the teacher with respect to such pupils.
2. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or related specialists, the Board shall take reasonable steps to refer such students to the appropriate public social services organization.
3. Any pupil who is determined, after consultation with the appropriate qualified professional people, to be incapable of adjusting to the regular classroom shall be removed from school and referred to the appropriate agency as permitted by law.

### **B. Exclusion of a Pupil from Class**

A teacher may exclude a pupil from a class session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the conduct makes his continued presence in the classroom intolerable. When a teacher excludes a pupil from class under the described circumstances, a brief note of explanation must accompany the pupil to the principal's office. The teacher will, as promptly as his teaching obligations permit, if possible the same day the incident occurred, furnish the principal with full particulars of the incident in writing if requested; and the principal shall take such disciplinary action as in his judgment is justified, including temporary suspension from class. The principal, if requested, shall as soon as possible furnish in writing to the teacher involved the action taken. The authority to remove a pupil permanently from a class is reserved to the building principal or his assistant.

The teacher may request that he or she have a conference with the parent or legal guardian of the involved student before the student is readmitted to class, and if the principal

considers such a conference appropriate, the principal will grant the teacher permission to arrange a meeting with the parent or legal guardian.

**C. School Related Assault of a Teacher**

Any case of school related assault upon a teacher occurring on or off school premises shall be promptly reported to the respective principal or his designated representative. The alleged assault shall be promptly investigated and after consultation with the teacher and others involved, the principal or his designated representative shall determine suitable action to be taken.

**D. Use of Necessary Force for Protection**

A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student.

**E. Student Suspensions**

Suspension of a student from school may be imposed only by the Board or its designated representative.

**F. Insurance Protection for Teachers**

If a teacher is sued, by reason of disciplinary action taken against a student, the Board will render assistance to the extent provided by insurance currently in force and applicable to such incident to the defense of the teacher, providing the teacher's action was taken in conformance with board policy.

**G. Compensation**

Time lost by a teacher in connection with any incident mentioned in this Article and not subject to Michigan's Worker's Compensation Law shall not be charged against the teacher, providing the teacher's action is consistent with the high standards of the teaching profession and Board policy, in which case the teacher shall receive his regular salary, less compensation from any collateral source provided for in this Contract, until his return to work, or until his accumulated sick leave days (not subject to augmentation by transfer from sick leave bank) have elapsed, whichever is the lesser.



## **ARTICLE X: TEACHING HOURS AND CLASS LOADS**

### **A. Regular Work Day**

The regular work day shall commence at the teaching station, as determined by the principal, for the equivalent of ten (10) minutes before the beginning of a pupil's regular day K-12 and ten (10) minutes after the end of a pupil's regular day K-12.

The normal teaching hours at each building shall be adhered to. Teachers shall not be expected or required to begin classes early, because students are arriving early.

The Board shall attempt to ensure that students do not enter the classroom more than 5-10 minutes before classes are scheduled to begin.

The Board shall attempt to provide assistance with the supervision of those students given permission to remain after dismissal.

### **B. Secondary Teacher Conference-Preparation Time**

Each secondary teacher shall have the equivalent of one (1) regular class period scheduled each day during the school day for use as a conference-preparation period.

Per marking period, secondary teachers shall not be required to teach more than two (2) subject areas (Math, English, P.E., Science, Music, Languages, etc.) nor more than a total of three (3) teaching preparations at one time. This provision shall not apply to Alternative Education, Special Education, and other positions that taught more than three (3) preparations before the trimester plan was implemented. The limits on the number of preparations above may be exceeded with the consent of the affected teacher and the Association or in order to avoid part-time teaching assignments

### **C. Elementary Teacher Conference-Preparation Time**

An elementary teacher shall have two hundred (200) minutes preparation-conference time per week scheduled in no less than thirty (30) minute blocks, inclusive of Art, Music and Physical Education scheduled during the students' regular school day. In addition, the elementary and upper elementary teachers shall have fifteen (15) minutes of the forty-five (45) minute student lunch period for daily preparation-conference time. The other thirty (30) minutes shall be a duty free lunch period. Instructional recess shall be taken a.m. or p.m. Should an elementary teacher have to assume regular classroom duty during the regular scheduled conference-preparation period he/she shall be compensated according to Article XVI.B:Section 2.

Beginning in the 2013-14 school year, up to two (2) young kindergarten positions or other positions that service students prior to kindergarten may be provided by non-bargaining unit, certified individuals.

The staffing of said position(s) with a non-bargaining unit member shall neither set a precedent nor constitute a practice. If these positions remain, the staffing of these positions with non-bargaining unit member shall cease no later than the expiration of this contract.

#### **D. Teachers With Less Than Full-Time Assignments**

When teachers are employed for less than a full day and do not share an assignment with another teacher, they shall receive a pro-rata portion of Schedule A compensation and pro-rata portion of preparation time.

In those cases where teachers share a full-time assignment, they shall fulfill all obligations of the assignment in the manner of a full-time teacher and shall be compensated for one full-time position pro-rata by mutual agreement between the involved teachers and the Board with appropriate adjustments being made for teaching degree and experience of the involved teachers.

#### **E. Duty-Free Lunch Periods**

All teachers, within the building, shall have equal duty-free lunch periods, except as provided below. They shall have the freedom to leave the school premises when unassigned. In the event that they are asked to cover lunch duties, they will be compensated at the Schedule B rate. In the event that a principal requests a teacher to be at a meeting during his/her duty free lunch, and the teacher attends, he/she will be compensated according to Article XVI.B: section 2.

#### **F. Teaching Specialist Conference-Preparation Time**

Teaching specialists shall be provided with conference-preparation time to the same extent as other teachers at their level of instruction. This conference-preparation period shall be scheduled during the student's regular school day.

#### **G. Faculty Meetings**

Up to (8) building faculty meetings may be called when necessary to provide professional development or facilitate school-wide planning for up to 1 ¼ hours. The district reserves the right to hold system-wide meetings as necessary for up to three (3) hours per school year. A teacher shall attend regularly scheduled building and system wide faculty meetings unless excused by the building principal.

#### **H. Lesson Plans**

The Association agrees that all teachers shall prepare written daily lesson plans for each subject area taught by a teacher. These plans shall be available to the principal or immediate supervisor.

**I. The Association and Teacher Duties**

The Association agrees to encourage all teachers to perform fully, faithfully, and properly their duties as teachers. The Association shall refuse to condone or defend any action by a teacher who refuses to perform legitimate duties and responsibilities assigned in this Contract and in this Agreement.

**J. Emergency Situations**

In cases of conditions causing an emergency situation threatening the health and welfare of students, all teachers, when present, shall assist in supervising pupils.

**K. Overload Schedule**

If a teacher agrees to an overload schedule, the agreement must be in writing and signed by the teacher and building principal. The Association President and Human Resources office will be notified prior to the beginning of the overload.

## ARTICLE XI: TEACHING CONDITIONS

### A. Recognition of Instruction as the Teacher's Primary Duty

The Board and Association mutually recognize that the primary duty and responsibility of the teacher is instruction and the commitments inherent therein.

### B. Pupil-Teacher Ratio

The Board and Association agree that pupil-teacher ratio is an important aspect of an effective educational program and that class size shall be determined in relation to pupil needs, area of instruction, and grade level. The Board shall continue to strive to establish a maximum pupil-classroom teacher ratio of 25-1 grades DK-5. The Board shall also strive to establish a maximum load per instruction period in grades 6-8 of 25, and in grades 9-12 of 30 except where not applicable such as physical education, instrumental music, and vocal music.

The DK-5 grade level class size average limit is twenty-nine (29) students. The limit for an individual DK-5 class is thirty (30) students.

For grades 6-12, the class-size average limit shall be thirty-one (31) students for elective/core classes per general education teacher, not to exceed thirty-five (35) students in any one class period, with the exception for physical education, which will be 39 students per class. These provisions shall not apply to instrumental and vocal music. For purposes of determining class size, the number of general education teachers in the classroom will be the statistical reference.

If the limits are exceeded one of the following remedies will be mutually agreed upon and implemented within two weeks or option #1, #2, of #3 must be implemented:

1. Professional staff will be added.
2. Classroom aide time will be made available.
3. Overload compensation will be paid in the amount of \$10 per day per student (pro-rated for secondary teachers) in excess of the above limits.
4. Implement an alternative mutually agreed upon solution

### C. Experimental Classes

The improvement of instruction and educational experiences through experimental classes shall be encouraged and permitted when cooperatively planned and agreed to by the staff and administration.

#### **D. Faculty Lounges**

The Board shall strive to make available adequate faculty lounge facilities in all the instructional buildings.

#### **E. Healthy and Safe Workplace**

The Board and Association shall strive to protect the health, welfare, and safety of students and all personnel. There shall be continued alertness to prevent hazardous conditions at all times on all school premises. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and Association. The Board shall strive to make available adequate faculty and student restroom facilities.

#### **F. Classroom Furnishings**

The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher, subject to the approval of the principal, which shall not be unreasonably withheld.

#### **G. Educational Tools**

The Board recognizes that appropriate texts, media reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement all joint decisions thereon made by its representatives and members of the teaching staff. Final decision for selection of the above items rests with the Board.

## ARTICLE XII: QUALIFICATIONS AND ASSIGNMENTS

### A. Initial Employment Requirements

The initial employment of teachers requires the possession of a bachelor's degree from an accredited college or university and a Michigan teaching certificate or its equivalent. Any deviation from this requirement shall be in accord with the certification regulations of the Michigan Department of Education.

### B. Notification of Change of Assignment

Teachers who will be affected by a change in grade and/or subject assignment, shall be notified as soon as is practical and under normal circumstances no later than the last day of school.

### C. Schedule B Assignments

Assignments in addition to the normal teaching schedule during regular school year enumerated in Schedule B shall be voluntary. In the event the Administration is unable to find a volunteer to accept a Schedule B assignment, the Association will assist the Administration in finding a volunteer to accept the position.

### D. Supervisory Responsibilities

The Board and Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at school sponsored functions.

### E. Seniority

1. The term seniority, as hereinafter used, shall be years of continuous contractual service with the Whitehall District Schools in bargaining unit positions. Continuous contractual services for purposes of determining seniority shall not be interrupted by a lay-off. Administrators may return to the bargaining unit as required by the Tenure Act. Persons choosing to go into administration shall have the opportunity to return to the bargaining unit and maintain their seniority for a period of three years. Leaves of absence granted pursuant to this Contract shall not constitute an interruption in continuous service. Sabbatical or military leaves shall accrue seniority. Any other uncompensated leave of absence of ninety (90) or more consecutive full-time equivalent workdays shall not count toward seniority credit. Credit for outside teaching experience in other school districts shall not be considered for the purposes of accumulating seniority.
2. In the event it becomes necessary to reduce the number of teachers through lay-off, the Association will be consulted.

3. The Board shall prepare a seniority list. This list shall be updated with a copy transmitted to the WEA on or before November 1 of each year. Accompanying the name of each teacher on the list shall be the teacher's years of continuous service and the teacher's certification.

The seniority list shall be published and posted conspicuously in all buildings of the District. The list will be posted for a period of thirty (30) calendar days. Bargaining unit members will have the opportunity to review and correct, if necessary, information on the list. At the end of the thirty (30) day period the Administration and the Association will meet to agree upon the official seniority list. Once the list is agreed upon, changes will not be accepted unless both parties agree.

To determine seniority of teachers hired prior to July 1, 2012 with the same initial work date, a drawing shall occur to determine seniority ranking within the first month of employment. The superintendent, an additional designee, WEA president and WEA grievance chairperson must be present at the drawing. If a required representative is unable to attend, replacements will be agreed upon by the parties involved.

To determine seniority of teachers hired after July 1, 2012 with the same initial work date, the superintendent or designee will submit an order of hire to be used to determine seniority. The superintendent, an additional designee, WEA president and WEA grievance chairperson will confirm the order of hire submitted. If a required representative is unable to attend, replacements will be agreed upon by the parties involved.

## **ARTICLE XIII: PROFESSIONAL STUDY COMMITTEES/ SCHOOL IMPROVEMENT**

### **A. Curriculum and Curricula Change**

While the final decision concerning curriculum and curricula change is recognized to be the sole responsibility of the Board, the Board recognizes the value of having teachers serve on various curriculum committees which would act in an advisory capacity relative to the status of the curriculum. Teachers are thereby expected to serve on such committees when requested. Serving on such committees will meet the expectations of master professional level 4B described below (D).

### **B. Professional Study Committees**

It is hereby agreed that from time-to-time, the Board and Association will create and appoint a Professional Study Committee or Committees to cooperatively study areas of mutual concern and to determine the priority thereof, such as, but not limited to pupil-teacher ratio, curriculum improvement, professional growth, teacher evaluation, merit pay, and to make advisory recommendations to the Board through the superintendent. Serving on such committees will meet the expectations of master professional level 4B described below (D).

The composition and size and places of meeting of any such committee shall be determined jointly by the Board and the Association.

### **C. School Improvement**

The Board and the Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its mission. Any outcomes from school improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association. None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board or any of its agents. Serving on such committees will meet the expectations of master professional level 4B described below (D).

### **D. Master Level Teacher 4B**

It is the expectation that teachers who have attained the Master Level 4B standing will volunteer to serve on at least one committee or team per school year. Examples of such committees include but are not limited to: subject area committees, school improvement teams, PBIS teams, Crisis Committee, WEA Bargaining Team, Sex Education Advisory Committee, District Technology Committee, Teacher Mentor, etc.



## ARTICLE XIV: LEAVES OF ABSENCE

### A. Paid Leave of Absence

Teachers on leave shall be expected to furnish the principal with adequate lesson plans and necessary data for the intended absence days. Teachers are expected to have three days of lesson plans in the event of an unforeseen leave. Teachers on planned extended leaves shall furnish a minimum of two weeks of lesson plans unless agreed upon with administration. Paid leaves shall accrue seniority.

#### Paid Leave Schedule

Teachers will be granted the following number of leave days annually:

- Sick (15 days annually)
- Bereavement (as described below)
- Personal (3 days annually)

#### 1. Sick Leave

Sick Leave may be used for:

1. Personal illness or disability
2. Illness of an immediate family member.
3. Up to two (2) days may be used for necessary child care when a day care provider is unavailable due to illness or injury.
4. Time required for scheduled medical appointments

##### A. Sick Leave Allocation

Sick days shall be credited on the first day of school unless the teacher is on a continuing leave of absence in which event the days shall be credited upon the first day of the teacher's return to work. For contractual teachers working less than a full day or less than a full year, the fifteen (15) days sick leave allowance shall be pro-rated using full-time teacher work days as indicated in Article XVIII as a base and contractual days converted to equivalent full-time days as the numerator. Teachers shall be notified as to the number of sick days credited to them by October 15 of each school year.

##### B. Sick Leave Verification

Any sick leave that extends beyond five (5) days may require a doctor's verification of illness. The Board reserves the right to require additional verification. If the Board requires additional doctor's verification, it will be at the Board's expense.

After an absence due to injury or illness requiring hospitalization, a teacher may be required by his principal to furnish a statement from the teacher's attending physician

stating that the teacher's mental and/or physical health is satisfactory to allow resumption of his/her assigned duties.

**C. Sick Leave – Illness of an Immediate Family Member**

A teacher may use up to ten (10) days for the necessary care of a member of the immediate family due to accident or illness. Individual circumstances that require extension or modification of these guidelines may be considered by the district administration upon request of the teacher.

Immediate family member is defined as the following: spouse, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any individual who is a permanent part of the employee's home.

**D. Sick Leave and Long-Term Disability**

The Board will allow paid absence for sickness for a maximum of ninety (90) consecutive days per year or until the teacher qualifies for Long-Term Disability Insurance benefits. It is understood that no subtraction of sick leave will occur while the person is under Long-Term Disability Insurance. Teachers who have accumulated sick days greater than 90 will have the sick days frozen upon qualification for Long-Term Disability Insurance benefits.

**E. Sick Leave, Worker's Compensation and Long-Term Disability**

The Board will pay the difference between Worker's Compensation Benefits and the teacher's regular salary only until such time as the teacher qualifies for initial Long-Term Disability Insurance benefits with no subtraction of sick leave. It is understood that no subtraction of sick leave will occur while the person is under Worker's Compensation and supplemented by Long-Term Disability Insurance.

**F. Sick Leave Bank**

Each member of the bargaining unit may contribute one (1) day of accumulated sick leave to the sick leave bank by presenting a signed statement requesting same to the association sick bank chairperson on or before October 1 of each school year. The bank shall be administered by the Association which shall furnish the Board an annual report on the status of the bank by June 30, of each year. The Association shall not grant sick leave bank days in a number that would allow the teacher to exceed the limits set forth in Article XIV, A, 1, Section E Sick Leave and Long-Term Disability above.

Those members of the bargaining unit who have been hired after the opening of the school year may contribute one (1) day of accumulated sick leave to the Sick Leave Bank by presenting a signed statement requesting same to the association sick bank chairperson within thirty (30) days from date of hire.

### **G. Sick Leave Extensions Granted by Board**

The Board reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any teacher whose personal illness extend beyond the period compensated under Sick Leave above may be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twelve (12) months. The Board shall have the right at any time during the leave to request from the teacher on leave a written statement regarding the teacher's plans for an extension of the leave, for reinstatement upon expiration of the leave or for resignation from employment. The teacher shall respond within fourteen (14) days of the request. Upon return from leave, a teacher shall be restored to his/her teaching position as described in Article 14, Section B Unpaid Leave.

### **H. Sick Leave Compensation**

Sick Leave can be accumulated without limit. Upon retirement or separation from Whitehall District Schools the Board will pay a severance into a 403(b) an amount equal to \$50 per day in excess of ninety (90) days in their Sick Leave Balance. The amount will not exceed \$7500.

## **2. Bereavement Leave**

- A. Death of the spouse, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any individual who is a permanent part of the employee's home.
- B. Leave of up to three (3) days per family member, with additional days granted as needed in extenuating circumstances, to include but not be limited to travel constraints.
- C. Employees shall be granted up to two (2) days funeral leave for all other non-immediate family deaths as approved by an administrator.

## **3. Personal Leave**

Personal days are undeclared, however they may not be used for other gainful employment.

### **A. Personal Days Exclusions**

No personal business leave days shall be taken, on a district professional development day or to extend a vacation or holiday period except in a case of necessity, when reasonably demonstrated for approval.

## **B. Personal Day Request**

The teacher shall provide notice of each personal leave two (2) days in advance except in case of an emergency.

## **C. Personal Days Excess Request**

In the event that more than ten percent of staff request an undeclared personal day on the opening day of a fish or game season, a lottery will be held to determine who will be allowed to use the day. In the subsequent year, if more than ten percent again request an undeclared personal day on the opening day of a fish or game season approval will be granted on a rotational basis.

## **D. Unused Personal Days**

Personal leave days shall not accumulate, instead unused personal leave days shall be added to the teacher's accumulated sick leave.

## **4. Professional Meetings**

- A. Professional leaves without loss of compensation may be granted with the approval of the building principal for the purpose of attending professional and educational meetings. Such leave may be granted for subject area conferences and other educational meetings. Application for professional leave shall be made five (5) days prior to such leave.
- B. Delegates appointed, elected, or otherwise duly chosen as representatives of the WEA to business meetings or conventions shall be granted necessary leave and shall receive his/her (their) regular teaching pay. Up to four (4) such delegates may be excused for any one meeting. Total cumulative days allowed all members of the Association to attend such meetings shall not exceed fifteen (15) days in any one school year.

## **5. Jury Duty**

Teachers called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. In the event a teacher(s) is (are) subpoenaed as a witness on behalf of the Association in a case against the Board a pro rata salary deduction at contractual rates shall be made from the teacher's (s') pay.

## **6. Exchange Teacher Leave**

A leave for exchange teacher positions may be granted to tenured teachers with a minimum of three (3) years teaching experience in the school system as prescribed by Section 571 of the General School Laws of Michigan.

## **7. Weather Related Leave**

When schools are open and teachers do not report to work because of adverse weather conditions, the teacher may submit a request to the Superintendent that the absence be held harmless. The Superintendent shall make a determination, which shall be final.

## **B. Unpaid Leave**

Sabbatical or military leaves shall accrue seniority. Any other uncompensated leave of absence of ninety (90) or more consecutive full-time equivalent workdays shall not count toward seniority credit. It is further provided that a teacher returning from an unpaid leave of absence shall be restored to his/her teaching position or a substantially equivalent position if his/her position has been eliminated or no longer exists.

### **1. General Leave**

An unpaid leave of absence may be granted upon request to any teacher subject to approval by the Board.

### **2. Military Leave**

All state and federal laws applicable to the employment of veterans shall apply.

### **3. Sabbatical Leave**

- a. Teachers who have been employed for seven (7) consecutive years may be granted a sabbatical leave for professional improvement for up to one (1) year at any one time. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach and other activities which would add valuable resource experience.
- b. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant two (2) such leaves per year amongst the teachers so applying.
- c. Requests for sabbatical leave must be submitted in writing to the Board on or before March 31 preceding the school year in which the leave will be taken provided, however, that the said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- d. Any teacher granted a Sabbatical leave by the Board shall notify the Superintendent, in writing, no later than April 15 of the year in which the leave was taken, stating his/her intent to return, request additional leave or terminate employment.

#### **4. Political Leave**

The Board shall grant a leave of absence without pay for the purpose of campaigning for, or serving, a public, MEA or NEA office.

#### **5. Family and Medical Leave**

Employees meeting the eligibility criteria under the Family Medical Leave Act (FMLA) shall be eligible for up to twelve (12) weeks of unpaid leave in accordance with the District FMLA Policy.

Seniority shall continue to accrue for any bargaining unit member utilizing FMLA leave.

It is the intent of the parties to this Agreement to comply with the provisions of the Act, not to enhance any such provisions.

### **C. Loss of Pay**

Days used by a teacher for other than legitimate purposes as defined in this Article shall result in loss of compensation at the rate of 1/current teacher work days of his/her total annual salary, excepting that the loss of pay for part-time teachers shall be pro-rated according to their contracted days and salary. In the event the loss of pay is for a portion of a day, the amount of the salary deduction shall be computed by multiplying the employee's daily salary by a fraction the numerator of which is the time lost and the denominator of which is the time in the employee's normal work day excluding the lunch period.

The teacher must be notified in writing as follows in regard to loss of pay:

1. The reason for the loss of pay must be clearly stated.
2. The amount of pay loss must be indicated.
3. Notification of pay loss must be given teacher at least one (1) week prior to the payday, which the pay loss will be deducted.

## **ARTICLE XV: BOARD AND TEACHER COMMUNICATION**

To establish a cooperative spirit and a mutual understanding between the parties, periodic informal meetings shall be held as necessary with representatives of the Board and Association.

## ARTICLE XVI: COMPENSATION

### A. Schedule A Compensation

#### 1. Salary Schedule

<b>Professional Level (minimum experience needed)</b>	<b>BA</b>	<b>BA +20 (no new entry)</b>	<b>MA BA + 30</b>	<b>MA+30 (no new entry)</b>
<b>Years 1-3 Probationary</b>	<b>42,500</b>		<b>46,000</b>	
<b>Years 4-5</b>	<b>46,000</b>		<b>48,500</b>	
<b>Years 6-8 Professional</b>	<b>48,500</b>	<b>49,000</b>	<b>53,500</b>	
<b>Years 9-10</b>	<b>53,750</b>	<b>54,250</b>	<b>58,750</b>	
<b>Years 11-13 Lead Professional</b>	<b>56,250</b>	<b>58,750</b>	<b>61,250</b>	
<b>Years 14-15</b>	<b>61,250</b>	<b>63,750</b>	<b>66,250</b>	
<b>Years 16-18 Master</b>	<b>66,000</b>	<b>68,000</b>	<b>71,000</b>	
<b>Years 19+</b>	<b>67,500</b>	<b>69,750</b>	<b>73,000</b>	<b>74,250</b>

This schedule provides compensation for 180 student days/1106 hours or less and 186 teacher days or as referenced in the model calendar in article XVIII, Section B.

- An incoming experienced teacher may be placed at an appropriate professional level less than the teacher's actual years of experience. Placement cannot exceed the teacher's actual years of experience or nine (9), whichever is less. The Board reserves the right to place an incoming experienced teacher of any certification or new teacher who is entering a position on the critical shortage list at a level higher than their years of experience and/or above nine (9) with the approval of the Association President or designee.

3. The Board and Association recognizes the value in experience at Whitehall District Schools and in advanced training available in education.
  - a) Yearly advancement will require a rating of effective or highly effective at all levels.
  - b) No other requirements other than those described in this article are needed to attain the Year 19+ pay level. All references (Article XIII, D) to Master Level 4B are null and void.
  - c) The qualifications for salary schedule advancement shall be:
    - i. graduate hours in a planned course of study beyond the bachelor's degree and provisional certificate
    - ii. credits in a teachable area
    - iii. credits directly related to instruction
    - iv. other credits as proposed by the teacher

Advanced approval by the superintendent or designee is required. The request and subsequent action of the superintendent or designee shall be provided in writing within a reasonable time frame after written request.

Course hours referred to in this Article shall be on a semester hour equivalency. BA+30 means hours taken after completion of respective degree(s). Credits used for advancement on the salary schedule must be earned subsequent to the date of the last placement/advancement.

4. All teachers, regardless of FTE, who complete one (1) school year of at least ninety (90) days, will be given one (1) year professional level experience credit on the salary schedule.
5. A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements as shown on the official college transcript or the completion of the required equivalent years of service, provided that the teacher submits supporting evidence of completed requirements at least 10 days prior to the beginning of the school year subsequent to course completion to be eligible for advancement on the salary schedule. Supporting evidence may include, but is not limited to, a letter from the institution or advisor indicating that requirements will be met by the beginning of the semester.
6. A teacher regularly employed in the sixth through twelfth grades shall receive a prorated portion of his annual base salary for teaching a class during his preparation-conference period. Employment in the above-mentioned area shall be rendered only by mutual agreement between both parties.



7. All teachers shall receive their contracted salary in one (1) of three (3) ways:
  - a. 24 pays over a 12-month period. The pays shall be on the 6th and 21st of each month, unless the 6th or 21st falls on a Saturday or Sunday, then the pay shall be on the preceding Friday.
  - b. 20 pays over a 10-month period
  - c. Salary pro-rated on 24 pays with the balance on the 20th paycheck

Members who announce their retirement effective at the end of the school year shall have the opportunity to receive the balance of their pay on the 20th paycheck. This opportunity shall also be granted in an emergency situation.

## B. Schedule B Compensation

All extra duty compensation will be paid on an extra duty contract and shall not be deemed as part of the teacher's professional salary compensation. Said compensation is paid for services, which are beyond the normal school day. All Schedule B positions are non-tenure positions.

The positions listed below are set forth only for the purpose of providing an amount of pay and are not intended to be mandated, required, or filled.

The following activities and percentages shall be considered as part of the extra duty compensation schedule using a base salary of \$42,500.

In no instance will a Schedule B employee be paid less than they were for the same position in the same sport or activity than they were in the 2012-13 school year as long as they remain consistently in that position.

<b>Coaching – Football</b>	
Varsity Head	15%
Varsity Asst. (2)	9%
JV Head	10%
JV Asst. (2)	8%
MS Head	6%
MS Asst.(2)	5%
<b>Coaching – Basketball (Girls and Boys)</b>	
Varsity Head	15%
JV Head	10%
MS Boy's Head (2 positions – 7th & 8th)	5%
MS Girl's Head (2 positions – 7th & 8th)	5%
<b>Coaching – Baseball/Softball</b>	
Varsity Head	13%
JV Head	8%
MS Boy's Head	5%
MS Girl's Head	5%
<b>Coaching – Wrestling</b>	
Varsity Head	15%
Varsity Asst.	5%

JV Head	8%
MS Head	5%
MS Asst.	5%
<b>Coaching – Soccer (Girls and Boys)</b>	
Varsity Head	13%
JV Head	8%
<b>Coaching – Tennis (Girls and Boys)</b>	
Varsity Head	13%
Varsity Asst.	5%
<b>Coaching – Cheerleading (Sideline &amp; Competitive)</b>	
Varsity Head	8% Side 13% Competitive
JV Head	5% Side 8% Competitive
MS Head	3% Side 5% Competitive
<b>Coaching – Volleyball</b>	
Varsity Head	15%
JV Head	8%
MS Head (2 positions – 7th & 8th)	5%
<b>Coaching – Track (Girls &amp; Boys)</b>	
Varsity Head (1 each)	13%
Varsity Asst. (3 total)	8%
MS Head (2 positions - Girls & Boys)	5%
MS Asst. (2 total)	3%
<b>Coaching – Cross Country (Girls &amp; Boys)</b>	
Varsity Head (1 total)	13%
Varsity Asst. (1 total)	8%
MS Head (2 positions - Girls & Boys)	5%
<b>Coaching – Golf (Girls &amp; Boys)</b>	
Varsity Head	13%
<b>Coaching – Bowling - (Girls &amp; Boys)</b>	
Varsity Head – (1 total)	5%
<i>Coaching positions that are not listed but are considered essential to the comprehensive program may be added at the discretion of the building principal and with the approval of the superintendent. Compensation for such non-listed position will be determined collaboratively with the EA. Coaching positions cannot be split without the written consent of the athletic director in collaboration with the building principal and approval of the superintendent and the WEA President.</i>	

<b>Non-Coaching Positions (positions can be split)</b>	
<b>High School</b>	
Student Council (2)	4%
National Honor Society (2)	4%
Class Advisor (12 <sup>th</sup> ) (2)	4%
Class Advisor (11 <sup>th</sup> ) (2)	4%
Class Advisor (10 <sup>th</sup> )	2%
Class Advisor (9th)	2%
HS Marching Band	8%
HS Pep Band/Jazz Band	4%
Vocal Music	4%
BPA	4%
Science Olympiad (up to 2)	4%
Destination Imagination	4%

National History Day (up to 2)	6% total
1st Robotics (up to 2)	6% total
School Play	6%
School Musical	6%
Band Concert – (up to 4 sets MS/HS, per year)	\$200 each set
Choir Concert – (up to 4 sets MS/HS, per year)	\$200 each set
Chess Club	3%
Forensics/Debate	3%
Spanish Club	3%
SADD	3%
Close-Up	3%
Yearbook w/class, w/o class	3%, 5%
LINK (up to 4)	4% total
Lunch Duty (per period)	\$9.25/hr
<b>Middle Schools</b>	
Student Council (up to 2)	2%
Science Olympiad (up to 2)	2%
Destination Imagination - Robotics	4%
Robotics	
School Play	4%
School Musical	4%
WEB (up to 4)	4% total
Lunch Duty (per period)	\$9.25/hr
<b>District-Wide</b>	
District Leadership Team (up to 32, SIT team is DLT team)	\$625
Mentor (as needed for approx. 30 hrs. work)	\$625
<i>Non-coaching positions that are not listed but are considered essential to the comprehensive program may be added at the discretion of the building principal and with the approval of the superintendent. Compensation for such non-listed position will be determined collaboratively with the EA. Non-coaching positions cannot be split without the written consent of the building principal with approval of the superintendent and the WEA president.</i>	

1. Long-Term Substitutes

Substitutes will not be included in the bargaining unit as provided in Article I, Recognition.

2. Regularly employed teachers shall be compensated at \$25.00 per hour taught while serving as a substitute. As an alternative to receiving the hourly pay rate for substituting, a teacher may elect to accumulate compensatory time. The following guidelines will be followed:
- a. One (1) hour will be defined as sixty (60) minutes or a class period at the secondary level.
  - b. Six (6) hours will constitute one (1) day.
  - c. Accumulation will be no more than six (6) hours.
  - d. A request for compensation time off may be denied by the building principal.
  - e. Request for a compensation day off must be made to the building principal a week in advance. No compensation days may be used during May or June.
  - f. All accumulated compensation time must be used within one (1) year month from the accumulation of six (6) hours or it will be converted to hourly pay.
  - g. Any compensation time not converted to hourly pay will be paid out at the end of the school year.

**C. Insurance**

The Board shall provide the following MESSA-PAK options for a full twelve (12) month period for the teacher and his/her entire family and his/her eligible dependents.

The employer shall sign an Employer participation agreement with MESSA under the following plan terms:

**PLAN A:** MESSA ABC Plan 1 with ABC Rx coverage with free preventative Rx

**Delta Dental Plan** (with COB); 80/80/80; \$1000.00 Annul Max, Ortho 80; \$1300.00 Lifetime Max, Sealants: YES, Cleanings: 2 per yr

**Vision** (with COB); VSP-3 Plus P250CL

**Negotiated Life;** 50,000, AD&D;

**Long-Term Disability;** 60% of eligible salary, 5,000 mo. Maximum, 90 calendar days modified fill, Mental/Nervous same as illness, ACL/Drug 2 year limit, 5% minimum payout, Pre-existing waived, Primary SS offset, Freeze on offsets, 2 yr. own occup.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their (Health Equity) HEQ (Health Savings Account) HSA up to the maximum amounts allowed by Federal law.

The teacher's pre-tax premium co-payment for the MESSA ABC Plan 1 plan will be up to 20% of the Plan A – MESSA ABC Plan 1 premium. The teacher's co-payment will be

recalculated annually beginning with the first pay in January. The teacher's premium contribution will be payroll deducted in semi-monthly amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding.

The teacher not electing MESSA-PAK Plan A, C or D will select MESSA-PAK Plan B.

**PLAN C:** MESSA Choices with 500/1000 in-network deductible, \$20 O.V., and Saver Rx coverage.

**Delta Dental Plan** (with COB); 80/80/80; \$1000.00 Annual Max, Ortho 80; \$1300.00 Lifetime Max, Sealants: YES, Cleanings: 2 per yr

**Vision** (with COB); VSP-3 Plus P250CL

**Negotiated Life;** 50,000, AD&D;

**Long-Term Disability;** 60% of eligible salary, 5,000 mo. Maximum, 90 calendar days modified fill, Mental/Nervous same as illness, ACL/Drug 2 year limit, 5% minimum payout, Pre-existing waived, **Primary** SS offset, Freeze on offsets, 2 yr. own occup.

The teacher's pre-tax premium co-payment for the medical plan will be the difference (based on the teacher's subscription, single, two person or full family) between the premium cost of this plan and the employer's cost of Plan A. The teacher's premium contribution will be payroll deducted in semi-monthly amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding.

The teacher not electing MESSA-PAK Plan A, C or D will select MESSA-PAK Plan B.

**PLAN D:** MESSA ABC Plan 1 with 10% In-Network Coinsurance and ABC Rx coverage with free preventative Rx

**Delta Dental Plan** (with COB); 80/80/80; \$1000.00 Annual Max, Ortho 80; \$1300.00 Lifetime Max, Sealants: YES, Cleanings: 2 per yr

**Vision** (with COB); VSP-3 Plus **P250CL**

**Negotiated Life;** 50,000, AD&D;

**Long-Term Disability;** 60% of eligible salary, 5,000 mo. Maximum, 90 calendar days modified fill, Mental/Nervous same as illness, ACL/Drug 2-year limit, 5% minimum payout, Pre-existing waived, Primary SS offset, Freeze on offsets, 2 yr. own occup.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their (Health Equity) HEQ (Health Savings Account) HSA up to the maximum amounts allowed by Federal law.

The teacher's pre-tax premium co-payment for the medical plan will be the difference (based on the teacher's subscription, single, two person or full family) between the premium cost of this plan and the employer's cost of Plan A. The teacher's premium contribution will be payroll deducted in semi-monthly amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding.

The teacher not electing MESSA-PAK Plan A, C or D will select MESSA-PAK Plan B.

**PLAN B:**

**Delta Dental Plan** (with COB); 80/80/80; \$1000.00 Annul Max, Ortho 80; \$1300.00

Lifetime Max, Sealants: YES, Cleanings: 2 per yr

**Vision** (with COB); VSP-3 Plus P250CL

**Negotiated Life**; 50,000, AD&D;

Long-Term Disability; 60% of eligible salary, 5,000 mo. Maximum, 90 calendar days modified fill, Mental/Nervous same as illness, ACL/Drug 2-year limit, 5% minimum payout, Pre-existing waived, Primary SS offset, Freeze on offsets, 2 yr. own occup.

In addition, those selecting Plan B shall receive a cash amount of \$4500 annually to be spread semi-monthly across twenty-four (24) pay periods or, if selected, twenty (20) pay periods. Payroll deduction shall be available to any teacher wishing to subscribe to any additional MESSA or MEA-FS program.

**Other Insurance Provisions**

1. If the teacher becomes totally disabled from any cause before reaching the age of 60, the life insurance shall be continued for the duration of the disability until age 65 without payment of further premiums as long as the member completes the necessary paperwork required by the underwriter. Should the teacher die before the total disability ceases, the face amount of the life insurance shall be paid to the named beneficiary.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned insurance benefits shall continue until the employee qualifies for LTD benefits or a period not to exceed 90 days, whichever comes first.

2. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. Insurance coverage for employees not completing their contract year shall terminate at the close of the month at which their services terminated. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Teachers shall notify the business office within thirty (30) days of any change in marital status or dependents and any cost resulting from failure to do so shall be charged to the teacher.
2. For less than full-time teachers, the insurance benefits described above shall be prorated in accordance with the proportion of the full-time schedule being taught by the less than full-time teacher.

**D. Notification of Retirement**

A written resignation must be filed with the superintendent's office prior to February 1st each year in order to be eligible for the early notification payment for retirement effective June 30 of that year unless the February 1<sup>st</sup> restriction is waived by the Board.

Any teacher in the Whitehall District Schools may choose early retirement subject to the following qualifications:

1. Must have fifteen (15) years or more of full-time service in the Whitehall District Schools.
2. Cannot be on Social Security, LTD, or Worker's Compensation at the time retirement is chosen unless this restriction is waived by the Board.

The Board shall pay the teacher an early notification payment into a 403B account equal to:

<b>Years of Service in Whitehall District Schools</b>	<b>Amount</b>
<b>15-19</b>	<b>\$5000.00</b>
<b>20-24</b>	<b>\$7500.00</b>
<b>25+</b>	<b>\$10000.00</b>

Such amount shall be paid on or before July 1 of the year of retirement.

In the event of a retiree's death, any balance not yet paid is to be paid to his or her surviving spouse and/or estate.

Teachers who had 22 years or more of service credit in Whitehall District Schools as of the 2013-14 school year may elect to paid out on their sick days per the 2012-13 contract described below. Their election will be made upon retirement.

At the time of retirement or separation from Whitehall District Schools, the Board will pay severance into a 403(b) account at the following rate based on accumulation of sick leave days:

<b>2012-13 Contract Provision</b>	
<b>Accumulated Days</b>	<b>Payment</b>
<b>60-100</b>	<b>\$3500</b>
<b>101-140</b>	<b>\$4000</b>
<b>141-180</b>	<b>\$5400</b>
<b>181-220</b>	<b>\$6000</b>
<b>221-</b>	<b>\$6600</b>

## **E. Compensation Review**

At the written request of either party on or after August 1st, 2021, this Agreement will be reopened to negotiate Article XVI Compensation.

## **ARTICLE XVII: TEACHER EVALUATION AND IMPROVEMENT PLANS**

### **A. Evaluation**

Teachers will be evaluated per the Board approved evaluation plan.

### **B. Improvement Plan**

If an administrator determines an improvement plan is necessary for an individual teacher based on their identified need for improvement, the areas needing improvement will be clearly identified. Strategies for improvement, including administrative support, will be clearly provided for each area designated for improvement. The Improvement Plan shall be provided in writing by the administration in consultation with the individual teacher and the Association Grievance Chair or his/her designee. When adequate improvement has been demonstrated, the improvement plan will be ended.



## ARTICLE XVIII: SCHOOL CALENDAR

### A. Days Not in Session

Teachers will not be required to report during delay days or cancelled days. Time missed because of severe or inclement weather or when otherwise created by an act of God, epidemic, or other such situations beyond the control of the Board shall be made up by the teachers to the extent necessary to insure the state support level to Whitehall District Schools.

Scheduled days of students' instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdown or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board at the end of the students' school year or otherwise as mutually agreed upon to insure that there are the minimum number of state required days of actual student instruction. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

### B. Calendar

The calendar below will serve as a model for future calendars to be developed in accordance with Article III.D

<b>Whitehall District Schools 2013 - 14 Calendar</b>		Teacher Days	Student Days
Aug. 27 - 29	August 27 <sup>th</sup> - Building Open Houses August 28 <sup>th</sup> - 29 <sup>th</sup> Teacher Professional Development	2 ½	0/0
Sept. 3 – Nov 26	49 Full Days, 12 Early Release November 22 <sup>nd</sup> – Term Ends November 25 <sup>th</sup> & 26 <sup>th</sup> - Conferences 4:00 PM – 8:30 PM (1 ½ teacher days)	65	61/61
Nov. 27 -- Dec. 1	Thanksgiving Break		
Dec. 2 – Dec. 20	12 Full Days, 3 Early Release	80	15/76
Dec. 21 – Jan. 5	Winter Break		
Jan. 6 – Feb. 13	24 Full Days, 5 Early Release	109	29 / 105
Feb. 14 – Feb. 17	Mid-Winter Break		
Feb. 18 - Apr. 3	27 Full Days, 5 Early Release March 7 <sup>th</sup> - Term Ends March 12 <sup>th</sup> & 13 <sup>th</sup> - Conferences 4:00 PM – 8:30 PM (1 ½ teacher days) March 14 <sup>th</sup> – No School	142 ½	32 / 137
April 4 – April 13	Spring Vacation		
April 14 – May 22	24 Full Days, 5 Early Release	171 ½	29 / 166
May 23 - May 26	No School - Memorial Day		
May 27 – June 6	7 Full Days, 2 Early Release	180 ½	9 / 175
	½ day prior to start of school year with grade levels	181	
<b>Totals</b>		181	175

## **ARTICLE XIX: DURATION OF AGREEMENT**

This Agreement and all its provisions shall be effective upon the opening of the 2013-2014 school year.

This Agreement shall continue in full force and effect to and including December 31, 2027.

This contract shall expire at the written request of either the Board or Association on December 31st of the following years 2015, 2018, 2021, 2024 provided the request is made in writing to the other party no later than September 30th of that year. Upon the delivery of such written request to the other party, this agreement shall expire on December 31st of said year, with no further action of either party required.

APPENDIX A: GRIEVANCE REPORT

GRIEVANCE REPORT

Whitehall District Schools

Grievance # \_\_\_\_\_ Building Assignment \_\_\_\_\_

Name of Grievant (s) & Date Filed \_\_\_\_\_

A. Date of alleged violation \_\_\_\_\_

B. Master Agreement Article, Section, and Subsection violated \_\_\_\_\_

C. Synopsis of facts pertaining to alleged violation and nature of alleged violation \_\_\_\_\_

D. Remedy requested \_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

**Level 1:**

Date of discussion with the principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_

**Level 2:**

A. Date Grievance Report Form received by Principal \_\_\_\_\_

B. Disposition of Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

**Level 3:**

Date Received by Superintendent \_\_\_\_\_

A. Date Superintendent met with Grievant and Concerned Parties \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**Level 4:**

A. Date Grievance received by Board of Education Secretary \_\_\_\_\_  
\_\_\_\_\_

B. Disposition by Board of Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board Representative \_\_\_\_\_ Date \_\_\_\_\_

**Level 5:**

A. Date of Arbitration Request to Board \_\_\_\_\_

B. Decision of the Board following last effort attempt meeting \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board Representative \_\_\_\_\_ Date \_\_\_\_\_

C. Date Binding Arbitration demanded \_\_\_\_\_

D. Position of Board of Education regarding Binding Arbitration of  
Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_ Date \_\_\_\_\_

**WITNESS:**

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives on the 29th day of August, 2013.


**BOARD OF EDUCATION**

Whitehall District Schools

Whitehall, MI 49461

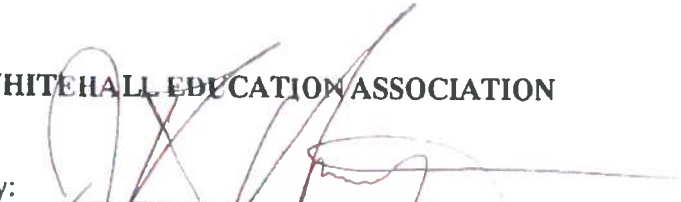
By:


  
\_\_\_\_\_  
Christopher G. Mahoney, President

  
\_\_\_\_\_  
Steve Markel, Vice President  
Randy  
Frelstra

**WHITEHALL EDUCATION ASSOCIATION**

By:

  
\_\_\_\_\_  
James Morinestar, President

  
\_\_\_\_\_  
Britney Christensen, Vice President