

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

**AUGUST 1, 2007 – JULY 31, 2010**

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 September 22, 2008 and will continue in effect until July  
10 31, 2010. This Agreement and all its terms, conditions, and effects will expire on the date  
11 indicated. Arrangements for negotiations between the parties for a new Agreement will begin  
12 sixty days before the expiration date. This Agreement may be extended by mutual written  
13 consent of the parties.  
14

15 MONROE COUNTY EDUCATION  
16 ASSOCIATION MEA-NEA

BOARD OF EDUCATION  
WHITEFORD AGRICULTURAL SCHOOLS

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  
36 certified teachers under contract to the Board, including classroom teachers, guidance  
37 counselors, librarians, substitute teachers employed for one hundred fifty (150) or more  
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1 consecutive days, certified classroom teachers employed under federal Title I programs, speech  
2 therapists, but excluding administrators, director of guidance, substitutes, teachers' aides, adult  
3 and community education teachers and coaches who are not otherwise members of the  
4 bargaining unit as teachers, and all other employees.

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

9  
10 All references to the male gender shall include the female gender.

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12  
13 **ARTICLE III**  
14 **BOARD'S RIGHTS**  
15

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

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

- 24  
25 1. Manage and control its business, equipment, and operations.
- 26  
27 2. Continue its rights, policies, and practices of assignment and direction of its  
28 personnel and scheduling.
- 29  
30 3. Direct the working forces, including the right to hire, assign, promote, evaluate,  
31 discipline, transfer, layoff, and determine the size of the work force.
- 32  
33 4. Determine the services, supplies, and equipment necessary to continue its  
34 operation, and to establish standards for their use and operation.
- 35  
36 5. Adopt reasonable rules and regulations pertaining to the operation and  
37 administration of the school system and to define the descriptions and  
38 requirements of all jobs.
- 39  
40 6. Determine the qualifications of employees, including job descriptions and the  
41 essential job functions of employees.
- 42  
43 7. Determine overall goals and objectives, as well as all policies affecting the  
44 educational programs.
- 45

- 1 8. Determine the number and location or relocation of its facilities, including the  
2 establishment or relocations of new schools, buildings, departments, divisions or  
3 subdivisions thereof, and the relocation or closing of offices, departments,  
4 divisions or subdivisions, buildings, or other facilities.  
5  
6 9. Determine the size of the management organization, its functions, authority,  
7 amount of supervision and the table organization.  
8  
9 10. Determine all financial policies, including all accounting procedures, and all  
10 matters pertaining to public relations.  
11  
12 11. Determine class scheduling, as well as the duties and responsibilities of the  
13 teaching staff and other employees with respect to such scheduling.  
14

- 15 C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the  
16 Board, the adoption of policies, rules, regulations, and practices in furtherance thereof,  
17 and the use of judgment and discretion in connection therewith, shall be limited only by  
18 the specific and express terms of this Agreement.  
19

20 The listing of specific management rights in this Agreement is not intended to be, nor  
21 shall it be restricting of, a waiver of any rights of management not listed and specifically  
22 surrendered herein, whether or not such rights have been exercised by the Board in the  
23 past.  
24

25  
26 **ARTICLE IV**  
27 **AGENCY SHOP**  
28

- 29 A. Each bargaining unit member shall, as a condition of employment, on or before thirty  
30 (30) days from the date of commencement of duties or the effective date of this  
31 Agreement, whichever is later, join the Association or pay a service fee to the  
32 Association equivalent to the amount of dues uniformly required of the members of the  
33 Association, less any amounts not permitted by law. The bargaining unit member may  
34 authorize payroll deduction for such fee. In the event the bargaining unit member shall  
35 not pay such service fee directly to the Association or authorize payment through payroll  
36 deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the  
37 request of the Association, deduct the service fee from the bargaining unit member's  
38 wages and remit same to the Association under the procedures provided below.  
39  
40 1. The procedure in all cases of non-payment of the service fee shall be as follows:  
41  
42 a. The Association shall notify the bargaining unit member of non-  
43 compliance by certified mail, return receipt requested. Said notice shall  
44 detail the non-compliance and shall provide ten (10) days for compliance,  
45 and shall further advise the recipient that a request for wage deduction  
46 may be filed with the Board in the event compliance is not effected.

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- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
  - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures -- Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the district fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law.
- The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the District, to provide the District for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political-Ideological Expenditures" together with a copy of all

1 materials annually distributed by the Association and its affiliates to bargaining  
2 unit members who choose not to join the Association and/or to object to the  
3 service fee.  
4

5 The Association further agrees to certify to the District that the Association and  
6 its affiliates have complied with the above policies and administrative procedures  
7 prior to requesting enforcement of the service fee obligation contained in this  
8 Article.  
9

10 E. A bargaining unit member who because of sincerely held religious beliefs, or due  
11 to adherence to teachings of a bona fide religion, body, or sect which has  
12 historically held conscientious objection to joining or supporting labor  
13 organizations, shall not be required to join or maintain Association membership or  
14 otherwise financially support the Association as a condition of employment.  
15 However, such bargaining unit member shall be required, in lieu of periodic dues,  
16 service fees, and/or initiation fees, to pay sums equal to such amounts to  
17 charitable organizations. Donations shall be made to charitable organizations as  
18 mutually designated by the bargaining unit member and the Association.  
19

20 F. The Association shall indemnify and save the District harmless against any and all  
21 claims, demands, suits, or other forms of liability which may arise out of, or by  
22 reason of, action taken or not taken by the District in reliance upon information  
23 furnished to the District by the Association in the course of enforcing this section.  
24 Further, the Association agrees to indemnify and save the District, the Board of  
25 Education, the individual members of the Board of Education, and individual  
26 administrators harmless against any and all claims, demands, costs, suits, claims  
27 for attorneys fees, or other forms of liability, as well as all court and/or  
28 administrative agency costs that may arise out of, or by reason of, action by the  
29 District or its agents for purposes of complying with the Association's security  
30 provisions of this Agreement.  
31

32  
33 **ARTICLE V**  
34 **TEACHERS' HOURS**  
35

36 A. Normal Teacher Duty Hours  
37

- 38 1. Elementary teachers, grades K-5, will be in assigned places of duty no  
39 later than 7:45 a.m. Middle/high school teachers, grades 6-12, will be in  
40 assigned places of duty no later than 7:45 a.m.  
41
- 42 2. Teachers will remain on duty for ten (10) minutes after the student day  
43 ends. However, when the Superintendent of Schools determines there is  
44 an emergency situation, the Superintendent may require teachers, except  
45 those that must leave, to stay until school buses have loaded and left each  
46 respective building. Duty periods after normal classroom hours will be

1 spent preparing lessons, correcting papers, and being available for  
2 conferences with students, parents, counselors and administrators.  
3

4 3. Teachers who are not at their assigned duty stations as scheduled will be  
5 considered tardy until they have reported their presence to the principal.  
6 When tardiness occurs a verbal warning will be issued to the teacher on  
7 the first offense. On the second offense a written reprimand will be issued.  
8 Subsequent tardiness will result in deduction of pay for the period of  
9 absence. Additional tardiness may result in more serious disciplinary  
10 measures. Under normal circumstances and when it is feasible to do so, a  
11 Principal will attempt to meet with a teacher who has been tardy within  
12 five (5) workdays of the Principal's knowledge of the tardiness.  
13

14 4. Instructional time will be scheduled by the Administration during normal  
15 teacher duty hours to ensure a minimum number of instructional clock  
16 hours required by the State of Michigan are held. These instructional  
17 clock hours will be achieved by scheduling 1,098 instructional clock hours  
18 at the elementary level and 1,110 instructional clock hours at the  
19 middle/high school level. The building principals will be responsible for  
20 making the necessary adjustments in the class/period schedules to reflect  
21 the instructional time in the school day schedule for each of the school  
22 years. The elementary school day for students will be 7:55 a.m. to 3:10  
23 p.m. and the school day for middle/high school students will be 7:55 a.m.  
24 to 2:55 p.m.  
25

26 B. Duty-free lunch period  
27

28 1. Teachers in grades kindergarten through five will be entitled to an  
29 uninterrupted lunch period of thirty minutes daily.  
30

31 2. Teachers of secondary grades six through twelve will be entitled to an  
32 uninterrupted lunch period of twenty-six minutes daily.  
33

34 C. Conferences and Relief Periods  
35

36 1. All elementary teachers in grades kindergarten through five will have no  
37 less than three hundred (300) minutes of preparation time per week which  
38 may include the time their classes are receiving instruction from teaching  
39 specialists. This shall include at least one (1) thirty (30) minute period per  
40 day.  
41

42 2. Teachers in grades six through twelve will have at least one class period  
43 daily scheduled for a conference or preparation period.  
44

- 1 3. Conference or preparation periods will be duty periods in which the  
2 teacher will prepare lessons, correct papers, and be available for  
3 conferences with students, parents, or administrators.  
4
- 5 4. The Board of Education will grant each special education teacher eleven  
6 (11) one-half (1/2) days (total 5 1/2 full days) off each year for the purpose  
7 of planning and reports. Such time off must be in not less than 1/2 day  
8 increments to be scheduled by mutual agreement with the principal.  
9

10 D. Staff Meetings and Other Activities

11 Teachers will participate in the following professional activities as a  
12 contractual duty:  
13

- 14 1. Not more than 9 hours annually (in addition to the regular work schedule)  
15 will be required for staff meetings.  
16
- 17 2. The day of the week and the week of the month on which the staff  
18 meetings are held will be determined by a vote of the faculty and will be  
19 scheduled for one hour after-duty hours, unless otherwise mutually agreed.  
20 In the event a particular date will not work, an alternate date will be  
21 scheduled. The vote will occur on the first day of the school year with  
22 students. If a teacher is at work on the scheduled staff meeting day and  
23 does not attend the meeting, except for a reason pre-approved by the  
24 Administration or an emergency, the teacher may be subject to  
25 disciplinary action. Teachers will typically not be excused from  
26 attendance at staff meetings for matters which could have been  
27 prearranged or scheduled at other times, such as doctor appointments,  
28 absent extenuating circumstances.  
29
- 30 3. A cancelled meeting will count as one hour and one meeting unless  
31 cancelled for reasons beyond the control of the Administration.  
32
- 33 4. At a parent's request, teachers shall conduct individual parent/teacher  
34 conferences (in addition to the formal parent/teacher conferences  
35 referenced in Section E below) as necessary to confer with parents at  
36 mutually convenient times.  
37
- 38 5. Teachers shall attend one Open House activity per year which shall be  
39 jointly scheduled with the Superintendent and the WEA President when  
40 developing the calendar. Open House will be scheduled for the first week  
41 of school and will be held when scheduled, unless a situation arises which  
42 prevents holding it then, in which case, it will be rescheduled to the next  
43 week.  
44  
45  
46



1 E. Parent/Teacher Conferences/In-Service

2  
3 Teachers will be required to participate in a total of twelve (12) hours of  
4 parent/teacher conferences (or in lieu of parent/teacher conferences in-service as  
5 determined by the administration) in the first semester, six (6) hours in the second  
6 semester.

7  
8 F. Teachers and their spouses will be admitted to all extra curricular activities  
9 without charge that are sponsored by the Whiteford Board of Education.

10  
11  
12 **ARTICLE VI**  
13 **SALARIES & OTHER COMPENSATION**  
14

15 A. Scheduled salaries, stipends and fringe benefits for teachers are appended to the  
16 Agreement. Schedule "A" contains teacher base salaries according to experience  
17 and training. Schedule "B" sets forth stipends for extra duty assignments.  
18 Schedule "C" is a statement of fringe benefits provided by the Board of  
19 Education.

20  
21 Teachers shall be paid on one of the following schedules:

- 22  
23 1. Twenty-one (21) equal pay periods between September and June.  
24  
25 2. Twenty-one (21) pay periods based upon twenty-six (26) pays with one  
26 lump sum payment.  
27  
28 3. Twenty-six (26) equal pays for twelve (12) months beginning in  
29 September.  
30

31 The teacher will notify the Superintendent's office three weeks prior to the first  
32 September payroll date if he/she wishes to make a change.  
33

34 B. Direct Deposit of Pay. Teachers' pay shall be electronically direct deposited to  
35 financial institutions as mutually approved by the teachers and the District, unless  
36 the teacher elects to receive pay by check. When school is in session, paychecks  
37 will be distributed consistent with current practice. When school is not in session,  
38 paychecks will be mailed not later than the scheduled pay date.  
39

40 C. Stipends For Advanced Training

41  
42 Certified teachers who earn at least 3 term or 2 semester graduate credits which  
43 must be pre-approved by the Superintendent will receive a stipend of \$250 or a  
44 sum equal to the cost of tuition not to exceed a total of \$450 per fiscal year (July 1  
45 - June 30). This will be paid within thirty (30) days after submission of proper  
46 documentation for teachers who qualify. Criteria for approval will include:

1 accredited institution; advance degree program in education or relevant to  
2 teaching assignment; within the annual stipend amount; any online course must  
3 meet criteria acceptable to the Superintendent.  
4

5 The above stipends may be claimed by filing graduate reports for credits earned in  
6 the previous twelve month period at the Superintendent's office prior to  
7 September 11 and/or February 1.  
8

9 Teachers who advance from the bachelor's to master's schedule are not eligible to  
10 receive the stipend for advanced training for the contractual year.  
11

12 D. Determination of Experience, Training & Certification  
13

14 1. A teacher's experience level for Schedule "A" will be the total number of  
15 full years of experience claimed by the teacher on the first day of the  
16 school calendar year. Teachers employed for the first time on or after the  
17 effective date of this Contract will receive credit on the salary schedule as  
18 determined appropriate by the District for teaching experience in  
19 Michigan or in any other state. The teaching experience must be in a  
20 state-approved school. Teachers may be asked to submit documentary  
21 evidence of experience in other school districts.  
22

23 2. The teacher's training level for salary purposes will be determined by the  
24 teacher's degree status on the first day of the school calendar year and the  
25 first day of the second semester. The teacher must provide the  
26 Superintendent with documentary evidence of degree status on or before  
27 the Monday preceding the first payroll of the year and second semester.  
28 Such evidence may be in the form of a letter from an appropriate official  
29 of the degree granting institution indicating that the requirements for the  
30 degree have been completed. Prior to the end of the respective semester,  
31 the teacher should file with the Superintendent a copy of supporting  
32 transcripts.  
33

34 3. Each teacher must file with the Superintendent prior to December 1st a  
35 valid, notarized Michigan Teacher's certificate upon employment or re-  
36 certification.  
37

38 E. Definition of School Year & Normal Teaching Assignment  
39

40 The school year will consist of 175 days of instruction. One-half of a day at the  
41 beginning of the school year, and one-half of a day at the end of the school year  
42 will be used for teacher orientation, preparation, and records. Scheduled days of  
43 student instruction which are not held because of conditions not within the control  
44 of school authorities such as inclement weather, fires, epidemics, mechanical  
45 breakdowns, or health conditions as defined by the city, or county or state health  
46 authorities, shall be rescheduled to insure that there are the minimum number of

1 days and/or hours of actual student instruction required by law. Teachers will  
2 receive their regular pay for days which are canceled but shall work on any  
3 rescheduled days with no additional compensation.  
4

5 The actual day(s) on which any makeup day(s) will be scheduled will be  
6 negotiated by both parties and will be part of the negotiation process to determine  
7 the school calendar as outlined in Article XII, Section G.  
8

9 In addition to the specified days of instruction, there will be the equivalent of five  
10 professional development days. Total annual salary is based upon 180 days of  
11 work during the entire school year regardless of whether the days actually worked  
12 are the same as originally scheduled or are different from those originally  
13 scheduled due to rescheduling by the Board.  
14

15 The standard weekly teaching load in the secondary school will be fifteen (15)  
16 periods of teaching or supervision and five (5) conference/preparation periods.  
17 The standard weekly teaching load in the elementary school will be twenty-five  
18 (25) teaching periods. Every effort will be made to assure that secondary teachers  
19 will not be assigned more than three (3) class preparations each semester. If a  
20 teacher would be assigned more than three (3) class preparations each semester,  
21 the Principal, the affected teacher, and an Association representative will discuss  
22 alternatives prior to May 30 or prior to the assignment being implemented.  
23

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

27 The standard weekly teaching load in the secondary school will be thirty (30)  
28 periods of teaching or supervision and five (5) conference/preparation periods.  
29 The standard weekly teaching load in the elementary school will be twenty-five  
30 (25) teaching periods. Every effort will be made to assure that secondary teachers  
31 will not be assigned more than four (4) class preparations each semester. If a  
32 teacher would be assigned more than three (3) class preparations each semester,  
33 the Principal, the affected teacher, and an Association representative will discuss  
34 alternatives prior to May 30 or prior to the assignment being implemented.  
35

36 F. Computing Daily and Hourly Rate  
37

38 When necessary for computation of salary deduction or in determining  
39 compensation for teacher work days in excess of 180, the teacher's daily base rate  
40 will be determined by dividing his/her total Schedule A salary and longevity  
41 excluding stipends by 180.  
42

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

7  
8 Hourly rates will be determined by dividing the teacher's daily rate by 6.5.

9  
10 *In the event that the middle school/high school transition back to a traditional*  
11 *daily schedule (seven (7) period day), the following language will apply:*

12  
13 When necessary for computation of salary deduction or in determining  
14 compensation for teacher work days in excess of 180, the teacher's daily base rate  
15 will be determined by dividing his/her total Schedule A salary and longevity  
16 excluding stipends by 180.

17  
18 To determine compensation for teaching an extra class on a conference period, the  
19 teacher's Schedule A salary and longevity excluding stipends will be divided by  
20 total number of periods in the school day (7). If teaching an extra class on a  
21 conference period for one semester, the payment will be prorated accordingly.

22  
23 Hourly rates will be determined by dividing the teacher's daily rate by 6.5.

24  
25 G. Compensation For Extra Teaching Days

26  
27 Teachers who are employed by the Board to provide services in addition to the  
28 180 day school calendar will be compensated for the additional service at their  
29 appropriate daily or hourly rates as scheduled for the term of the collective  
30 bargaining agreement.

31  
32 Any teacher who is paid for more than the normal daily teaching assignment will  
33 be given the option of choosing to request the prorated services of an adult teacher  
34 aide in lieu of additional compensation.

35  
36 H. No teacher will be required to teach as a substitute during a regular scheduled  
37 conference period. If a teacher chooses to teach as a substitute during his/her  
38 conference period, the teacher will be paid \$20.00 for a conference period of  
39 approximately 60 minutes and \$30.00 for a conference period of approximately  
40 90 minutes above his or her normal rate.

41  
42 Teachers agreeing to use their planning period to substitute for other classes in an  
43 emergency situation (no regular subs available) have the option of banking the  
44 individual hours that they substitute.

1 When an individual has banked hours equivalent to a regular day classroom  
2 assignment, they will be credited with a sub day. Once a day is accumulated, a  
3 teacher will be able to request the use of the day by notifying the Principal of  
4 his/her intent at least one day in advance. If a partial day remains unused at the  
5 end of the school year, the partial day will be carried over to the next school year.  
6 If a teacher leaves the District, he would be paid for accumulated hours at the  
7 negotiated rate. If a full day remains unused, a teacher has the option of being  
8 paid off, or adding a day to his individual sick leave. A teacher may not  
9 accumulate more than two substitute days in a year. Such days may not be taken  
10 with a personal business day if it results in being absent more than two  
11 consecutive days or on the last day of the school year. It is further understood a  
12 substitute day can't be taken on a working day immediately preceding or  
13 following a vacation period, school break, unpaid leave of absence or holiday.  
14

15 I. Reimbursement For Mileage and Other Expenses  
16

17 The Board will reimburse teachers for reasonable expenses incurred in connection  
18 with attendance at meetings, conferences or workshops as approved by the  
19 principals and the Superintendent. Teachers who are required to use their  
20 personal automobiles in their work will car pool whenever possible and will be  
21 reimbursed at the current IRS mileage rate. Itemized statements of such expenses  
22 must be submitted on Board of Education form 4132. The Board will provide  
23 nonowned auto liability insurance when teachers' personal autos are used as  
24 provided in this Section. However, neither mileage reimbursement nor lunch (or  
25 lunch reimbursement) will be provided on any county or District-wide  
26 professional development day held in Monroe County.  
27

28 J. Each full time teacher will be credited with thirteen (13) days of sick leave on the  
29 first day of the contract year. Unused sick days shall accumulate from year to  
30 year with no limitation. In the event the teacher's sick leave allowance is  
31 exhausted, a leave of absence without pay up to one year will be granted and will  
32 be renewed. Sick leave pay chargeable against the teacher's accumulated  
33 allowance will be granted for the following reasons:  
34

- 35 1. Family illness. Family is defined as spouse, child, stepchild, parents.  
36 Family sick leave will be granted for thirteen (13) days per year.  
37
- 38 2. A maximum of three (3) days per event with pay not chargeable against  
39 the teacher's sick leave allowance shall be granted for death in the  
40 immediate family (defined as spouse, children, parents, parents-in-law,  
41 and grandchildren) for funeral attendance, preparations for the funeral, and  
42 assistance on the day after the funeral. Two (2) additional days chargeable  
43 against the teacher's personal business leave, if available, then sick leave  
44 allowance, may be approved by the Superintendent if conditions warrant.  
45 A maximum of two (2) days per event chargeable against the teacher's  
46 sick leave allowance will be granted for death of a grandparent,

1 grandparent-in-law, sibling, sibling-in-law, and others residing in the  
2 household for funeral attendance, preparations for the funeral, and  
3 assistance on the day after the funeral. Two (2) additional days chargeable  
4 against the teacher's personal business leave, if available, then sick leave  
5 allowance, may be approved by the Superintendent if conditions warrant.  
6 The Board may require proof of relationship. A day without pay may be  
7 granted for the death of an individual not covered above, at the discretion  
8 of the Superintendent, if conditions warrant.  
9

10 The Board will notify each teacher of his/her accumulated sick leave by  
11 September 15 of each school year. Teachers may examine their sick leave records  
12 at any time. The Board will at the same time provide a statement of family illness  
13 days left and personal/emergency leave days.  
14

15 Teachers reporting absences chargeable to sick leave will use the substitute  
16 teacher notification system before 6:30 a.m. on the day of absence. Except in  
17 extenuating circumstances, failure to notify the substitute teacher notification  
18 system as required above will result in forfeiture of sick leave pay for the day in  
19 question.  
20

21 A teacher using ten consecutive days of sick leave will provide the Board upon  
22 request, with a physician's statement on his/her condition which will include the  
23 anticipated date of return. Physician's statements will be required for each  
24 subsequent thirty day period.  
25

26 K. Compensation for Unused Sick Leave Upon Termination of Employment  
27

28 Teachers resigning with at least ten (10) years of service in the Whiteford Schools  
29 or retiring at age 54 or older will be compensated for unused sick leave at the rate  
30 of \$35.00 per day. This sum will be paid in monthly installments of \$500.00. The  
31 monthly installment payment will be paid to the Whiteford Agricultural Special  
32 Pay Plan (403b).  
33

34 Teachers resigning their positions at the Whiteford Schools after serving for five  
35 years as teachers in the Whiteford Schools will be compensated for unused sick  
36 leave days 01 to 75 at \$10.00 per day (\$750).  
37

38 In the event of the death of a teacher in service or of a former teacher receiving  
39 terminal reimbursement payments, the beneficiary or estate of the teacher may  
40 elect one of the following options through the Whiteford Agricultural Special Pay  
41 Plan (403b):  
42

- 43 1. In monthly installments of \$400.
- 44
- 45 2. In a lump sum which will be issued within (30) days of the  
46 teacher's death.

1  
2 Teachers who are discharged from service in the Whiteford Schools under the  
3 provisions of the Michigan Teacher Tenure Act will not be entitled to  
4 compensation for unused sick leave days.  
5

6 A teacher placed on an involuntary leave of absence by the Board, who resigns  
7 during that leave of absence may elect to receive payment for unused sick leave  
8 days at either 1) one half (1/2) of the teacher's daily rate of pay or 2) the rate of  
9 pay established by the Board for substitute teachers. The election by the teacher  
10 shall be in writing and must be received by the superintendent within eight (8)  
11 calendar days following receipt by the School District of the teacher's resignation.  
12

13 L. Other Paid Leaves of Absence  
14

- 15 1. At the beginning of each school year a total of three (3) paid  
16 personal/emergency leave days will be credited to each teacher for use at  
17 the teacher's discretion. A teacher planning to use personal leave days will  
18 notify the principal at least one day in advance except in emergencies. No  
19 deduction in the teacher sick leave allowance will be made under this  
20 provision. Any unused personal/emergency days will be credited to the  
21 teacher's accumulated unused sick leave at the end of the school year. A  
22 teacher may not use a personal day the day before the beginning of a  
23 vacation or holiday nor on the first day at the conclusion of a vacation or  
24 holiday without obtaining approval from the Principal and/or  
25 Superintendent. The District reserves the right to limit the number of  
26 personal days taken on any one day to not more than seven (7) personal  
27 days District wide except for approved emergencies. If a substitute is not  
28 needed for a personal day absence, that personal day would not count as  
29 one of the seven (7). Partial days of one-half (½) day or less will not be  
30 counted either.  
31
- 32 2. When a teacher is subpoenaed for jury duty, leave pay will be granted in a  
33 sum to equal the difference between the teacher's jury stipend and the  
34 teacher's regular salary providing:
  - 35 a. The teacher notifies the principal immediately upon being notified  
36 that he or she will have jury duty.
  - 37 b. The principal or the Superintendent cannot arrange to have the  
38 teacher excused.
- 39 3. The Association shall be granted up to eight (8) days to be used by officers  
40 or agents of the Association to attend local, county, state, and national  
41 meetings of the MEA and its affiliates provided the principal is notified  
42 five (5) school days in advance. The Association shall reimburse the  
43 Board for salaries of substitute teachers contracted under this Article.  
44  
45  
46

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2 M. Leave For Professional Business  
3

4 Each school year a teacher may request up to three days of paid leave for  
5 professional business. The objective of the professional business day will be  
6 related to the improvement of the teacher's professional competence and teaching  
7 assignment. Requests will be submitted in writing to the principal and the  
8 superintendent. If the principal and the superintendent approve the request,  
9 professional business days shall be used for the purpose of:

- 10  
11 1. Visitation to view other instructional techniques or programs.  
12  
13 2. Conferences, workshops, or seminars conducted by colleges, universities,  
14 or professional organizations.  
15

16 The teacher will be requested to file a written report on each visitation,  
17 conference, workshop or seminar, within one week.  
18

19 N. Sabbatical Leave  
20

21 Sabbatical leave may be granted to tenure teachers under the following  
22 conditions:  
23

- 24 1. The teacher will have been employed by the Board for not less than seven  
25 years.  
26  
27 2. The Board will have declared a budgetary surplus in excess of its needs at  
28 the close of the preceding fiscal year.  
29  
30 3. If continuation of salary is requested the teacher will agree by contract  
31 with the Board:  
32  
33 a. To use the Sabbatical Leave solely for additional formal study at a  
34 college or university.  
35  
36 b. To engage in no other gainful employment during the Sabbatical  
37 Leave.  
38  
39 c. To return, at the option of the Board, to the teaching assignment  
40 with the Whiteford School District for a minimum of three years  
41 following the Sabbatical Leave.  
42  
43 d. Provide for pro-rated reimbursement for each year not taught after  
44 returning from sabbatical.  
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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.

O. 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.

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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. 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.

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- 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. The teacher will be made aware of this provision when it is invoked. The teacher and/or his representative will be given the opportunity and the time required to address any concerns during this discipline meeting.
  
- 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.

- 1 10. No disciplinary action will be initiated against a teacher based upon a  
2 complaint which has not been called to the attention of the teacher  
3 including the identity of the complainant.  
4
- 5 11. When a pupil on school premises deliberately damages or destroys the  
6 personal property of a teacher on duty the Board will reimburse the  
7 teacher for any sum related to the loss which is not covered by insurance  
8 policies of the teacher or the District up to a maximum of \$125.  
9
- 10 12. The teacher shall bring to the attention of the principal any undisciplined  
11 student who continually disrupts the classroom. The teacher will keep an  
12 anecdotal record of the student's disruptive behavior in the classroom.  
13 Action shall be taken by the principal to remedy the situation before the  
14 educational process of the rest of the class suffers. If the teacher feels the  
15 problem has not been resolved, the teacher shall notify the Superintendent  
16 of the situation. The Superintendent will take appropriate action.  
17

18 C. Teacher Rights - Teaching Conditions  
19

- 20 1. Teaching Load and Class Size  
21
- 22 a. Normal class size will be 28 students in the elementary school (grades  
23 K-5) and 150 students per teacher in the secondary school (grades 6-  
24 12) with the exception of secondary music and physical education  
25 classes. In the event there are self-contained classrooms at the sixth  
26 grade level, normal class size will be 28 students. If an elementary  
27 class or a self-contained sixth grade class exceeds 28 students, the  
28 teacher shall be paid an amount of \$75 per student per marking period  
29 in excess of 28, but shall under no circumstances be assigned a student  
30 load in excess of 33 students. Class size is based on the class  
31 enrollment on the last day of the marking period. If a secondary  
32 teacher, with the exception of teachers of music, physical education, or  
33 self-contained sixth grade classrooms, is assigned a student load in  
34 excess of 150, the teacher shall be paid an amount of \$100 per student  
35 or fraction thereof in excess of 150, but shall under no circumstances  
36 be assigned a student load in excess of 180.  
37

38 *In the event that the middle school/high school transition back to a traditional*  
39 *daily schedule (seven (7) period day), the following language will apply:*  
40

- 41 a. Normal class size will be 28 students in the elementary school (grades  
42 K-5) and 180 students per teacher in the secondary school (grades 6-  
43 12) with the exception of secondary music and physical education  
44 classes. In the event there are self-contained classrooms at the sixth  
45 grade level, normal class size will be 28 students. If an elementary  
46 class or a self-contained sixth grade class exceeds 28 students, the

1 teacher shall be paid an amount of \$75 per student per marking period  
2 in excess of 28, but shall under no circumstances be assigned a student  
3 load in excess of 33 students. Class size is based on the class  
4 enrollment on the last day of the marking period. If a secondary  
5 teacher, with the exception of teachers of music and physical  
6 education, is assigned a student load in excess of 180, the teacher shall  
7 be paid an amount of \$75 per student per marking period in excess of  
8 180, but shall under no circumstances be assigned a student load in  
9 excess of 195. Class size is based on the class enrollment on the last  
10 day of the marking period.

- 11
- 12 b. A special education student who is officially assigned to a resource
- 13 room or a cross-categorical classroom, will be counted as one and one-
- 14 half students. However; this will not apply to students who have been
- 15 assigned an LRE aide, or a cross-categorical aide.
- 16
- 17 c. Additional payment for excess students will be disbursed for each
- 18 semester no longer than thirty (30) days after the semester ends.
- 19

- 20 2. Teachers will be assigned only within the scope of their teaching
- 21 certificates or their major and minor fields of study except in cases of
- 22 emergency.
- 23
- 24 3. Teachers will be notified of their grade or subject assignments for the
- 25 following school year before May 30. In the event that changes in
- 26 schedule are necessary teachers will be notified promptly and will receive
- 27 a written explanation.
- 28
- 29 4. Providing that funds are available, textbooks will be furnished with edition
- 30 dates falling within the past five years. Personal copies of texts will be
- 31 provided for teachers' use but will remain the property of the District.
- 32 Each classroom will be furnished with a dictionary appropriate to the
- 33 grade level of the pupils.
- 34
- 35 5. Adequate word processing and duplicating materials and equipment will
- 36 be made available in each school for preparation of instructional materials.
- 37 6. Each teacher will be furnished with a separate desk with lockable drawer
- 38 and closet space for coats, overshoes, and personal articles.
- 39
- 40 7. Each teacher will be furnished with class record books, plan books, and
- 41 other consumable items needed for daily classroom duties.
- 42
- 43 8. The Board will provide lunchroom and lavatory facilities for teacher use.
- 44
- 45 9. Personal long distance telephone calls must be recorded on forms provided
- 46 by the Administration.

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- 10. Teachers will be provided with designated parking areas during regular school hours.
- 11. Custodial work requests will be provided for each teacher.
- 12. All new file cabinets will be equipped with locks.
- 13. Teachers will not be required to post standard test score labels ~~on~~, heights and weights, or vaccination records in students' permanent record files.
- 14. Copies of catalogues of materials available from the Monroe County Library and the Intermediate School District Office will be placed in each faculty room.
- 15. The Board will be reimbursed by the teacher for the cost of lost desk keys and for desk locks which must be replaced when keys are lost.
- 16. A minimum of 42 sq. ft. of writing board space will be provided in each classroom.
- 17. Minimum classroom storage space of 27 cu. ft. will be provided for instructional materials.
- 18. On an annual basis, elementary teachers will input attendance in the students' CA-60 one time. If an appropriate computer generated document is available, that will be an acceptable means of recording grades and attendance in a CA-60.

D. Vacancies and Promotion

Whenever any vacancy in any professional position in the school shall occur, the Administration shall publicize the same by giving written notice of such vacancy to the Association and by posting the vacancy in each teachers' lounge at least seven (7) school days during the school year and seven (7) calendar days during the summer prior to filling. During the summer recess all professional position vacancy notices shall also be posted on the District's website for seven (7) calendar days. Teachers will be notified by the District's e-mail of current job postings, with the subject titled, "Whiteford Job Postings." The WEA president will receive a hard copy of summer job postings through the U. S. mail.

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

1 Any teacher may apply for such vacancy. In filling such vacancy, the Board  
2 agrees to give due consideration to the professional background and attainments  
3 of all applicants, length of service, and other relevant factors. The Board reserves  
4 the right to hire, assign and/or promote on the basis of its own judgement.  
5

6 E. Transfers  
7

8 1. Transfers are defined as changes in work location, grade level,  
9 subject area or position. Requests by a teacher for transfer may be  
10 made at any time. Such requests will be made in writing to the  
11 Superintendent with a copy to the Association. The application  
12 will set forth grade, subject area, or position sought, and the  
13 applicant's qualifications.  
14

15 2. Receipt of applications and requests referred will be acknowledged  
16 by the Superintendent within five (5) working days.  
17

18 3. Involuntary transfers may be made only for reasonable and just  
19 cause. Thirty (30) days prior to an involuntary transfer, the  
20 Superintendent will provide the teacher and the Association written  
21 reasons for the transfer.  
22

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

29 F. Reduction In Personnel  
30

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

35 2. Seniority is defined as continuous length of service within the  
36 bargaining unit and shall be pro-rated for regular part-time  
37 bargaining unit members and members who work fractional years.  
38 All teachers will be ranked in the order of their effective date of  
39 employment. When more than one individual has the same  
40 effective date of employment they will participate in a drawing to  
41 determine placement on the seniority list. The Association and  
42 teachers affected will be notified in writing of the date, place and  
43 time of the drawing. The drawing will be conducted openly at a  
44 time and place that will allow affected teachers and Association  
45 representatives to be present.  
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3. The seniority list will be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list will also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates will be forwarded to the Association.
4. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, teachers who are members of the bargaining unit on September 1, 1981 and administrators who subsequently become members of the bargaining unit will be given seniority for all previous bargaining unit service. Seniority is retained if severance of employment is due to lay-off. In cases of lay-off, teachers so affected will retain all seniority accumulated as of the effective day of lay-off.
5. Seniority will continue to accumulate for up to two (2) years when teachers are on leaves of absence.
6. No teacher will be laid-off pursuant to a necessary reduction in work force unless the teacher is notified by no later than one (1) week after the regularly scheduled June Board meeting.
7. In reducing staff, non-tenure teachers and teachers with the shortest service in Whiteford Schools will be first laid-off provided certified staff are available for the remaining positions.
8. Tenure teachers with longer service will not be laid off before tenure teachers with shorter service or probationary teachers except in cases in which the teacher with the longer service is not certified or qualified to teach in the specific areas required by the Board of Education. Qualified will be defined as teachers who meet the “highly qualified” requirements of the No Child Left Behind Act and implementing state and federal regulations, as well as holding a major or minor in the subject area or having prior teaching experience in the subject area. To be employed each teacher must meet these requirements.
9. Laid-off teachers will be recalled to the first vacancy for which they are certified or qualified in reverse order of lay-off.
10. Laid off probationary teachers will not have a right of recall. Laid off tenure teachers will have a right of recall for a period not to exceed three years following the effective date of layoff. A tenure teacher refusing an offer of recall to a position for which the



1 teacher is certified and qualified will result in the teacher being  
2 deemed a voluntary quit and forfeiting any right of recall unless  
3 the teacher at the time of the offer of recall is employed under  
4 contract by another Michigan or Ohio school district, in which case  
5 the teacher will continue to be eligible for recall during the three-  
6 year period following the effective date of layoff. Failure of a  
7 teacher on layoff to respond within fifteen (15) days of the receipt  
8 of a written offer of a position made by the Board will result in the  
9 teacher being considered a voluntary quit losing all right of recall.

- 10  
11 11. Notification of recall will be in writing with a copy to the  
12 Association. The notification will be sent by certified mail to the  
13 teacher's last known address. It will be the responsibility of each  
14 teacher to notify the Board of any change in address.  
15  
16 12. A laid-off teacher will upon application be granted priority status  
17 on the District substitute teacher list.  
18  
19 13. A laid-off teacher may continue health, dental, and life insurance  
20 benefits by paying monthly to the Board the normal per subscriber  
21 group rate premium for such benefits subject to the limitations of  
22 the insurance carrier.  
23  
24 14. During a period of impending lay-offs, the Board agrees to grant  
25 all requests for voluntary leaves of absence to teachers who make  
26 such requests. Based on order of application the number of leaves  
27 of absence to be granted will not exceed the number of teachers to  
28 be laid-off.  
29  
30 15. In the event that this District shall be combined with one or more  
31 districts, the Board will use its best efforts to assure the continued  
32 employment of Whiteford School District teachers in the  
33 consolidated district.  
34

35 G. Unpaid Leaves of Absences  
36

- 37 1. A leave of absence without pay for one year, subject to renewal at  
38 the will of the Board, may be granted to any teacher for the  
39 purpose of participating in exchange teaching programs in other  
40 states, territories, or countries.  
41  
42 2. A military leave of absence without pay will be granted to any  
43 teacher under the provisions of Michigan Act 145 of 1943.  
44

- 1 3. A leave of absence without pay of one year, subject to renewal at  
2 the will of the Board, may be granted to any teacher to campaign  
3 for or serve in public office.  
4
- 5 4. Maternity leaves will initially be approved for periods of up to  
6 twelve months. At the teacher's request an additional leave of up  
7 to twelve months may be approved providing the teacher is not  
8 employed by any other school district.  
9
- 10 5. A leave of absence will be granted to any teacher for the purpose  
11 of child care. The leave will begin one month after the teacher's  
12 request unless an emergency exists.  
13
  - 14 a. Reinstatement will be to the teacher's former position or a  
15 similar position.  
16
  - 17 b. Leaves of absence for child care may be approved for  
18 periods of up to one (1) year. An additional year may be  
19 approved upon request.  
20
  - 21 c. A teacher on child care leave may return to duty only at the  
22 start of the school year unless a vacancy for which the  
23 teacher is certified or qualified occurs during the year.  
24
- 25 6. Seniority Accrual:  
26  
27 Teachers returning from leaves of absence approved after the  
28 effective date of this contract will be credited with accrued  
29 seniority of up to two years.  
30
- 31 7. On leaves of absence other than military, notice of intention to  
32 return to teaching duty must be given at least ninety days before  
33 the leave expires.  
34

35 H. Mentor Teachers  
36

37 State law mandates a mentor for a new teacher in the first three (3) years  
38 of employment in classroom teaching for the purpose of assisting,  
39 informing and coaching probationary teachers in the rights,  
40 responsibilities and ethics of the teaching profession. The following shall  
41 be guidelines for mentoring:  
42

- 43 1. Qualified staff will submit their intentions to become mentors by  
44 June 1 of each school year. The list of names will be maintained  
45 until the teacher requests removal from said list.  
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- 2. In the selection process the following guidelines will be applicable with respect to internal applicants:
  - a. The ultimate and overriding criteria used by the Administrator in selecting a mentor will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  - b. General criteria in selection will include:
    - 1. Tenure
    - 2. Minimum of five (5) years teaching
    - 3. Same background in major area of instruction (i.e., lower elementary to lower elementary, grade level to grade level, department to department, etc.)
    - 4. Classroom teachers will be matched to classroom teachers
- 3. Regarding appointments, the following will apply:
  - a. All appointments as mentors will be voluntary.
  - b. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interests of the parties.
  - c. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
  - d. A mentor can have up to two (2) probationary teachers if desired.
- 4. Mentor Responsibilities:
  - a. It is understood that time between the mentor and the probationary teacher will necessarily take place weekly beyond the normal working day to establish a collaborative relationship. A minimum of 25 hours per school year is required of an on-staff mentor and the mentor shall keep a log of the time devoted to this process for confirmation to the Administration (see attached). The log of contacts will indicate the dates of contacts, the type of contact, the topic(s) addressed, the time spent and the initials of the

1 mentor and probationary teacher. The log will be  
2 submitted to the building principal throughout the school  
3 year as mentoring is conducted and must be submitted by  
4 May 15 each year for payment of the mentor stipend. Any  
5 time spent together before or after the normal school year  
6 shall be at the option of the mentor and probationary  
7 teacher. Time commitments may change due to revision of  
8 state mandates.  
9

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

19 Individual conferencing 2-5

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

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

24 Research shows that the eight most common problems for  
25 beginning teachers 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  
37 with the probationary teacher during the individual  
38 conferences or in-services provided by the mentor teacher.  
39

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

6. The mentor teachers from within the staff shall receive a stipend of \$500.00 per year per mentee.

**Log of Mentor Contacts with Probationary Teachers**

Mentor’s Name: \_\_\_\_\_ Probationary Teacher: \_\_\_\_\_

Date of Contact	Type of Contact	Topic(s) Involved in Contact	Time Spent	Initials	
				Mentor	Prob.

**ARTICLE VIII  
EVALUATION**

- A. The Board and the Association recognize that the evaluation of teachers is the exclusive prerogative of the Board and its administrators who are assigned the responsibility for supervision of the faculty. The primary purpose of teacher evaluation is to improve instruction. To facilitate this purpose, the parties agree:
  1. Supervision or observation of teachers will be conducted openly and with the full knowledge of the teacher. Supervision or monitoring of teachers will not be conducted via electronic, public address, or mechanical systems without the consent of the teacher. Evaluations are an ongoing process.

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2. Each evaluation will include, but not be limited to, a formal observation. A formal observation for the purposes of evaluation shall be completed by May 1 of each year and will be for not less than one class period or the duration of a particular teaching lesson. The teacher and principal will agree on the date of the formal observation.
  
3. The probationary period for new teachers who have not previously acquired tenure in another Michigan school district is four (4) years. For new teachers who have previously acquired tenure in another Michigan school district, the probationary period is two (2) years. Probationary teachers shall be observed at least two (2) times per year, receive an “individualized development plan,” and an annual year-end performance evaluation. Teachers on continuing tenure shall be observed at least two (2) times and given a written evaluation at least once every three (3) years. However, whenever the Administration believes a tenure teacher’s performance is unsatisfactory, more frequent observations and an evaluation may be performed as provided for by this Agreement.
  
4. Teachers who are assigned to classes which are not related to their certification, or to classes composed of students with severe learning disabilities, or to classrooms which are inappropriate for the assignment, will not be evaluated on the same basis as are teachers who are not working under these conditions.
  
5. The administrator shall prepare the written evaluation and give the teacher a copy at an evaluation conference to be held with the teacher within ten (10) school days of the formal observation.
  
6. When an unfavorable evaluation is to be filed, the teacher will be furnished with:
  - a. A written statement enumerating the weaknesses observed.
  - b. Clear and concise suggestions for correcting or improvement of these weaknesses.
  - c. Administrative assistance and advice to help effect improvement.
  - d. A clearly defined period of time in which improvement is to be expected.

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**ARTICLE IX**  
**GRIEVANCE PROCEDURE & ARBITRATION**

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A. Grievance Procedure

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1. Any grievance which occurs outside the realm of the principal may be started at the Superintendent's level.
  2. The term days as used herein shall mean days when school is in session. (During the summer recess, "days" shall mean week days, excluding weekends and holidays.)
  3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
  4. The Board shall, upon request, provide all information, documents, and materials necessary to the determination of the grievance.
  5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
    - 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 reasonable opportunity to be heard. The Board will render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the Board's decision will be delivered to the teacher involved, the building representative, the Association, the principal and the School Superintendent.

### C. Arbitration

1. Any grievance which is not resolved through the procedures prescribed in paragraph B may be submitted to arbitration provided that a notification of intent to arbitrate is provided to the Board of Education no later than thirty (30) days from the receipt of the written response at Level III.



- 2. Arbitration will be before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator he/she will be selected by the American Arbitration Association in accord with its rules, which will likewise govern the arbitration hearing.
- 3. The powers of the Arbitrator will be limited to interpretation of the Articles and parts of this Agreement unless mutually agreed otherwise. The Arbitrator shall have no power to require back pay for more than ten (10) days prior to the date a written grievance is filed.
- 4. Both parties agree to be bound by the award of the Arbitrator.
- 5. The fees and expenses of the Arbitrator will be shared equally by the Board and Association, except postponement or cancellation fees will be paid by the party requesting the postponement or cancellation unless agreed otherwise.
- 6. The Monroe County Education Association is the only party to this Agreement who has the right to process a grievance to arbitration.

**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

1 representatives will be clothed with all the necessary power and authority to make proposals,  
2 consider proposals, and make concessions in the course of negotiations.

3  
4 There shall be three signed copies of any final Agreement. One hard copy and one electronic  
5 copy shall be retained by the Board, one by the Association, and one by the Superintendent.

6  
7 Copies of a new Master Agreement will be distributed to each teacher by the Board within thirty  
8 (30) days from the time a proofread copy of the Agreement has been signed following  
9 ratification by both parties.

10  
11  
12 **ARTICLE XI**  
13 **LIMITS ON TEACHING**

14  
15 The Board will place no arbitrary limits upon the study, investigation, or presentation of facts  
16 and ideas concerning man, human society, the physical and biological world and other branches  
17 of learning.

18  
19  
20 **ARTICLE XII**  
21 **MISCELLANEOUS PROVISIONS**

- 22  
23 A. This Agreement may be amended by mutual consent of the parties.  
24  
25 B. Individual contracts between the Board and the teacher will be subject to and  
26 consistent with this Agreement.  
27  
28 C. No Board policy will contradict any terms or conditions of this bargaining  
29 Agreement.  
30  
31 D. Teachers will be issued keys to school buildings according to their needs as  
32 determined by the principals. Unauthorized use or duplication of school keys  
33 may result in progressive discipline ranging from reprimand to discharge.  
34  
35 E. Teachers will not be required to report on duty days when school is closed due to  
36 inclement weather, but will make these days up as outlined by the provision in  
37 Article VI, Paragraph D.  
38  
39 F. When conditions permit, teachers will be advised of emergency school closing by  
40 radio announcements prior to 7:15 a.m.  
41  
42 G. Prior to March 1 annually, representatives of the Administration and the  
43 MCEA/WEA, will meet with representatives from other school districts of the  
44 county for the purpose of developing a "common calendar". Consideration in  
45 developing the "common calendar" will be given to obligations to other employee  
46 groups and special transportation requirements. The MCEA\WEA president and

1 one member of the negotiating team will prepare two proposed calendars, based  
2 upon said "common calendar" for the subsequent year. On or before April 1,  
3 members of the MCEA/WEA will approve one of the proposed calendars to be  
4 presented to the Board of Education each year at the regular April board meeting.  
5 The Board of Education reserves the right to recommend changes to the  
6 Administration and MCEA\WEA.

7  
8 If necessary, a revised "common calendar" will be considered by the Board of  
9 Education at the regular May board meeting. If no agreement is reached on a  
10 revised "common calendar" the Board of Education will adopt a calendar based  
11 upon that approved by the Administration and the MCEA/WEA but with  
12 adjustments to reflect the Board's obligations to other employee groups and  
13 special transportation requirements.

14  
15 The calendar will include the pupil instruction time required by the state. The  
16 Contract provisions relating to instructional time are subject to being reopened if  
17 state requirements are changed. In addition, if changes can be made to  
18 starting/ending times, days, and/or hours, the Board and Association will open  
19 discussion on this possibility. When an agreement is reached, it will become a  
20 part of this Agreement. One-half (1/2) of a day at the beginning of the school year,  
21 and one-half (1/2) of a day at the end of the school year will be used for teacher  
22 orientation, preparation and records.

- 23  
24 H. In the event that school is closed on a day for which a teacher had been granted  
25 bereavement, personal or sick leave, the teacher will not be charged for that day's  
26 leave.  
27  
28 I. Nothing in this Contract shall prevent the Board of Education from complying  
29 with requirements mandated under the provisions of the Americans with  
30 Disabilities Act.  
31  
32 J. The Board of Education agrees to pay for the cost of criminal background checks  
33 which is required of WEA members under Public Act 129 and 138 of 2005.  
34  
35

**SCHEDULE A**

	2007-2008		2008-2009		2009-2010	
	BA	MA	BA	MA	BA	MA
0	32,251	33,973	32,735	34,482	33,226	35,000
1	33,129	34,825	33,626	35,347	34,130	35,877
2	34,371	36,705	34,887	37,256	35,410	37,815
3	35,603	38,687	36,138	39,267	36,680	39,856
4	36,603	40,774	37,152	41,386	37,709	42,007
5	38,899	42,973	39,483	43,618	40,075	44,272
6	40,576	45,282	41,185	45,961	41,803	46,651
7	42,683	47,717	43,324	48,433	43,973	49,160
8	44,786	50,276	45,458	51,030	46,140	51,795
9	48,747	52,973	49,478	53,768	50,220	54,574
10	55,466	60,409	56,298	61,315	57,143	62,235

*[For 2007-2008: Increment steps and increase the salary schedule 0.5%. In addition, all teachers will receive a one time off schedule payment equal to 0.5% of their 2007-2008 step.*

*For 2008-2009: Increment steps and increase the salary schedule 1.5%.*

*For 2009-2010: Increment steps and increase the salary schedule 1.5%.]*

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 2007-08 school year.

**SCHEDULE B  
STIPENDS FOR EXTRA DUTY ASSIGNMENTS**

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

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

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

**SCHEDULE B-1**

Driver Education:

\$25.00 per hour

Percent of BA Scale

Dramatics:

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%

Athletic Staff:

<u>10%</u>	<u>6%</u>
Head Football	J.V. Baseball (1)
Head Basketball	J.V. Softball (1)
Head Softball	J.V. Football (1)
Head Volleyball	J.V. Volleyball
Head Baseball	
<u>8%</u>	<u>4%</u>
Head Track	Golf
Varsity Football Assistants (2)	Freshman Basketball
J.V. Basketball	Middle School Basketball (2)
	Middle School Volleyball (2)
	Middle School Track (2)
	Middle School Football (2)
	H.S. Winter Cheerleading*

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H.S. Fall Cheerleading\*  
\*[For both J.V. and Varsity squads]

1.5%  
Jr. High Fall Cheerleading\*  
Jr. High Winter Cheerleading\*  
\*[For both 7th & 8th grade squads]

Intramurals Elementary

Faculty Game Manager \$10/hr., \$30 minimum

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

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

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

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

Percent of BA Base

Art: Two Exhibits 1.1%

The coordinator of art will arrange for a spring exhibit of student art work and also be responsible for the exhibit at the Monroe County Fair.

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

1 Advisor of Student Organizations:

2  
3 Class Advisor 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 Outdoor Education Advisor 1.0%

11  
12 Science Fair Advisor Elementary – 1.0 %  
13 Middle School – 1.0%  
14 High School – 1.0%  
15 (if two or more people, the  
16 1.0% is split)

17  
18 Club Advisors: For each group which requires an advisor as approved by the  
19 administration and the Board of Education, the advisor will be  
20 given a stipend of 1.0% per year. Advisors to groups who  
21 through their leadership and the enthusiasm of their students  
22 provide more than three activities a year will be reimbursed up  
23 to 0.15% per activity with a maximum of three (3) activities in  
24 addition to the 1.0% stipend.

25  
26 **The percentages above are of the B.A. base on the salary schedule.**

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29 **SCHEDULE B-2**

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31 The three extra-curricular B-2 assignments listed below are considered to be an extension of the  
32 band, choir, and journalism regular teaching assignments. As such, the teachers holding these  
33 regular teaching assignments may not decline these related extra-curricular assignments unless  
34 medically unable to perform these assignments. Elimination of a Schedule B-2 assignment does  
35 not automatically mean that the related Schedule A teaching assignment is eliminated.

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37 Music marching band/concerts 10%  
38 Music-choir/concerts 6%  
39 Student publications advisor 8%

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**SCHEDULE C**

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

1. MESSA Choices II, with each teacher who takes this coverage contributing \$30 per month toward the premium cost.

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

This coverage will include the MESSA Choices II RX \$10/\$20 Prescription Co-Pay; a \$10 office visit co-pay and a \$200/\$400 annual deductible. The \$200/\$400 annual deductible (January-December) is reimbursable to the employee tax free, provided that the request for reimbursement is submitted within 60 days of date indicated on the MESSA Explanation of Benefits form as proof of payment. Reimbursement for the \$200/\$400 deductible will occur within thirty (30) days of submission for reimbursement request (10% penalty after forty-five (45) days).

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

3. \$50,000 MESSA Group Term Life w/AD/D

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

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

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



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