

7/31/99

4172

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

Whiteford Schools

AUGUST 1, 1996 - JULY 31, 1999

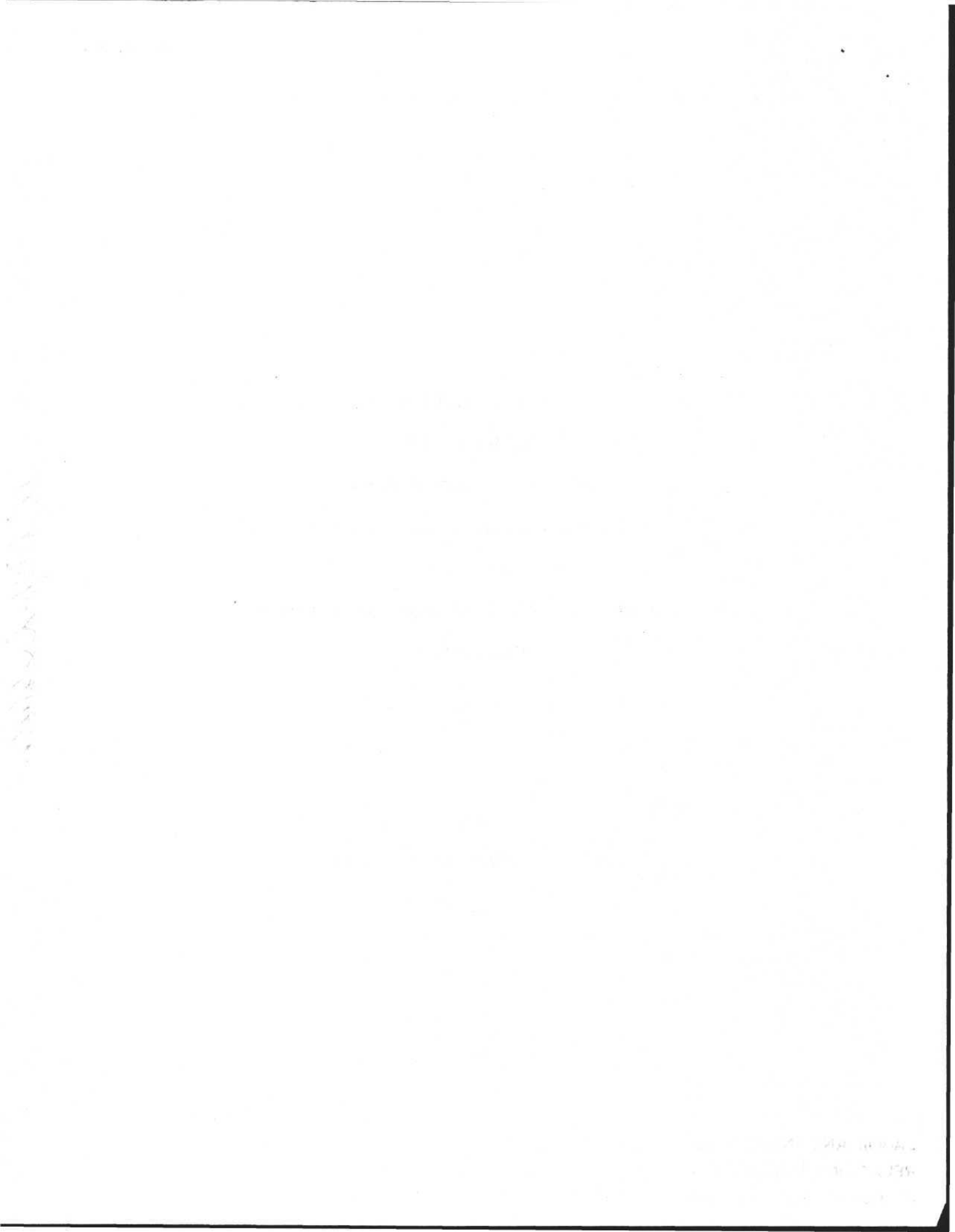


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AUTHORIZATION

This Agreement is authorized by the Public Employment Relations Act, as amended.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement will be effective as of February 11, 1997 and will continue in effect until July 31, 1999. This Agreement and all its terms, conditions, and effects will expire on the date indicated. Arrangements for negotiations between the parties for a new agreement will begin sixty days before the expiration date. This agreement may be extended by mutual written consent of the parties.

MONROE COUNTY EDUCATION
ASSOCIATION MEA-NEA

Todd K. Schreiber
President

Kathryn Tiers
Secretary

[Signature]
Chairperson, Negotiating Comm.

John A. Flynn
Negotiating Committee Member

Negotiating Committee Member

Richard H. Bennett
Negotiating Committee Member

BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOL

[Signature]
President

Cheryl Strahan
Secretary

Dan Baumeister
Treasurer

Larry Hammons
Vice-President

Jess M. Saff
Trustee

Anna J. Sharby
Trustee

Thomas Billie
Trustee

**ARTICLE II
RECOGNITION**

The Whiteford Board of Education recognizes the Monroe County Education Association, MEA-NEA, to be the exclusive bargaining representative for all full-time and regular part-time certified teachers under contract to the Board, including classroom teachers, guidance counselors, librarians, substitute teachers employed for one hundred five (105) or more consecutive days, certified classroom teachers employed under federal Title I programs, speech therapists, but excluding

administrators, director of guidance, substitutes, teachers' aides, adult and community education teachers and coaches who are not otherwise members of the bargaining unit as teachers, and all other employees.

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

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

ARTICLE III BOARD'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, equipment, and operations.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the work force.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 - 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 - 6. Determine the qualifications of employees, including job descriptions and the essential job functions of employees.
 - 7. Determine overall goals and objectives, as well as all policies affecting the educational programs.

- 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities. 1
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 - 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization. 6
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 - 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations. 9
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 - 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling. 12
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- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement. 15
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- The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of, a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past. 20
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**ARTICLE IV
AGENCY SHOP**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below. 24
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- 1. The procedure in all cases of non-payment of the service fee shall be as follows: 38
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 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. 41
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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. 1
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- 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. 5
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- 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. 11
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- 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. 15
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- 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. 25
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- 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. 33
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- 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 materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee. 39
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The Association further agrees to certify to the district that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

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

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

ARTICLE V TEACHERS' HOURS

A. Normal Teacher Duty Hours

1. Elementary teachers, grades K-5, will be in assigned places of duty no later than 8:15 a.m. (1996-97), 7:55 a.m. (1997-98, 1998-99). Middle/high school teachers, grades 6-12, will be in assigned places of duty no later than 8:05 a.m. (1996-97), 7:55 a.m. (1997-98, 1998-99).
2. Teachers' normal duty hours will end when the school buses have loaded and left each respective building. Duty periods after normal classroom hours will be spent preparing lessons, correcting papers, and being available for conferences with students, parents, counselors and administrators.
3. Teachers who are not at their assigned duty stations as scheduled elementary, grades K-5, between 8:15 (1996-97), 7:55 a.m. (1997-98, 1998-99) and when the school buses have loaded and left that building; middle/high school, grades 6-12, between 8:05 a.m. (1996-97), 7:55 a.m. (1997-98, 1998-99) and 2:50 p.m. (1996-97), when the school buses have loaded and left that building (1997-98), 1998-99); will be considered absent until they have reported their presence to the principal. When unauthorized absence occurs a verbal

	warning will be issued to the teacher on the first offense. On the second offense a written reprimand will be issued. Subsequent unauthorized absences will result in deduction of pay for the period of absence. Habitual unauthorized absences may result in more serious disciplinary measures.	1 2 3 4 5
4.	Instructional time will be scheduled by the administration during normal teacher duty hours to ensure that a minimum of 990 instructional clock hours are held during 1996-97; a minimum of 1,041 instructional clock hours are held during 1997-98; and a minimum of 1,047 instructional clock hours are held during 1998-99. The building principals will be responsible for making the necessary adjustments in the class/period schedules to reflect the 15 minutes of additional instructional time to the school day schedule for the 1997-98 and 1998-99 school years. (During the 1997-98 and 1998-99 years the elementary school day for students will be 8:05 a.m. to 3:00 p.m. and the school day for middle/high school students will be 8:05 a.m. to 2:50 p.m.).	6 7 8 9 10 11 12 13 14 15 16
B.	Duty-free lunch period	17
1.	Teachers in grades kindergarten through five will be entitled to an uninterrupted lunch period of thirty minutes daily.	18 19 20 21
2.	Teachers of secondary grades six through twelve will be entitled to an uninterrupted lunch period of twenty-six minutes daily.	22 23 24
C.	Conferences and Relief Periods	25
1.	All elementary teachers in grades kindergarten through five will have no less than three hundred (300) minutes of preparation time per week which may include the time their classes are receiving instruction from teaching specialists. This shall include at least one (1) thirty (30) minute period per day.	26 27 28 29 30 31 32
2.	Teachers in grades six through twelve will have at least one class period daily scheduled for a conference or preparation period.	33 34 35
3.	Conference or preparation periods will be duty periods in which the teacher will prepare lessons, correct papers, and be available for conferences with students, parents, or administrators.	36 37 38 39
4.	The Board of Education will grant each special education teacher eleven (11) one-half (1/2) days (total 5 1/2 full days) off each year for the purpose of planning and reports. Such time off must be in not less than 1/2 day increments to be scheduled by mutual agreement with the principal.	40 41 42 43 44

- D. Staff Meetings and Other Activities 1
- Teachers will participate in the following professional activities as a contractual duty: 2
1. Not more than 9 hours annually (in addition to the regular work schedule) will be required for staff meetings. 3
 2. The day of the week on which the staff meetings are held will be determined by a vote of the faculty and will be scheduled for one hour after-duty hours, unless otherwise mutually agreed. 4
 3. At least one week's notice will be given for each meeting, if possible. A cancelled meeting will count as one hour and one meeting unless cancelled for reasons beyond the control of the administration. 5
 4. At a parent's request, teachers shall conduct individual parent/teacher conferences (in addition to the formal parent/teacher conferences referenced in Section E below) as necessary to confer with parents at mutually convenient times. 6
 5. Teachers shall attend one Open House activity per year. 7

- E. Parent/Teacher Conferences/In-Service 8
- Teachers will be required to participate in a total of twelve (12) hours of parent/teacher conferences (or in lieu of parent/teacher conferences in-service as determined by the administration) in the first semester, six (6) hours in the second semester. 9
- F. Teachers and their spouses will be admitted to all extra curricular activities without charge that are sponsored by the Whiteford Board of Education. 10

ARTICLE VI
SALARIES & OTHER COMPENSATION

- A. Scheduled salaries, stipends and fringe benefits for teachers are appended to the Agreement. Schedule "A" contains teacher base salaries according to experience and training. Schedule "B" sets forth stipends for extra duty assignments. Schedule "C" is a statement of fringe benefits provided by the Board of Education. 11
- Teachers shall be paid on one of the following schedules: 12
1. Twenty-one (21) equal pay periods between September and June. 13
 2. Twenty-one (21) pay periods based upon twenty-six (26) pays with one lump sum payment. 14

3.	Twenty-six (26) equal pays for twelve (12) months beginning in September.	1
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	The teacher will notify the superintendent's office three weeks prior to the first September payroll date if he/she wishes to make a change.	3
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B.	Stipends For Advanced Training	6
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	Certified teachers who earn at least 3 term or 2 semester graduate credits will receive a stipend of \$250 or a sum equal to the cost of tuition not to exceed \$450. This will be paid yearly for teachers who qualify.	8
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	The above stipends may be claimed by filing graduate reports for credits earned in the previous twelve month period at the superintendent's office prior to September 11 and/or February 1.	12
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	Teachers who advance from the bachelor's to master's schedule are not eligible to receive the stipend for advanced training for the contractual year.	16
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C.	Determination of Experience, Training & Certification	19
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1.	A teacher's experience level for Schedule "A" will be the total number of full years of experience claimed by the teacher on the first day of the school calendar year. Teachers employed for the first time on or after the effective date of this contract will receive credit on the salary schedule as determined appropriate by the district for teaching experience in Michigan or in any other state. The teaching experience must be in a state-approved school. Teachers may be asked to submit documentary evidence of experience in other school districts.	21
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2.	The teacher training level for salary purposes will be determined by the teacher's degree status on the first day of the school calendar year. The teacher must provide the superintendent with documentary evidence of degree status on or before the Monday preceding the first payroll of the year. Such evidence may be in the form of a letter from an appropriate official of the degree granting institution indicating that the requirements for the degree have been completed. Prior to December 1st the teacher should file with the superintendent a copy of supporting transcripts.	30
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3.	Each teacher must file with the superintendent prior to December 1st a valid, notarized Michigan Teacher's certificate upon employment or re-certification.	39
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D.	Definition of School Year & Normal Teaching Assignment	42
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	The school year will consist of 182 days of instruction. One-half of a day at the beginning of the school year, and one-half of a day at the end of the school year will be used for teacher orientation, preparation, and records. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as	44
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inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, or county or state health authorities, shall be rescheduled to insure that there are the minimum number of days of actual student instruction required by law. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

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

In addition to 182 days of instruction, in 1997-98 there will be one professional development day and in 1998-99 there will be two professional development days. Total annual salary is based upon 182 days of work in 1996-97, 183 days of work in 1997-98, and 184 days of work in 1998-99 during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. If the state aid foundation grant does not meet the Consumer Price Index in a given year, the extra day(s) would not be implemented in the next year as provided in the State Aid Act.

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

E. Computing Daily and Hourly Rate

When necessary for computation of salary deduction or in determining compensation for teacher work days in excess of 182 in 1996-97, 183 in 1997-98, and 184 in 1998-99, the teacher's daily rate will be determined by dividing his/her total Schedule A salary and longevity excluding stipends by 182 in 1996-97, 183 in 1997-98, and 184 in 1998-99.

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

F. Compensation For Extra Teaching Days

Teachers who are employed by the Board to provide services in addition to the 182-day school calendar in 1996-97, 183-day school calendar in 1997-98, and 184-day school calendar in 1998-99 will be compensated for the additional service at their appropriate daily or hourly rates as scheduled for the term of the collective bargaining agreement.

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

G.	No teacher will be required to teach as a substitute during a regular scheduled conference period. If a teacher chooses to teach as a substitute during his/her conference period the teacher will be paid \$20.00 above his or her normal rate.	1 2 3 4
	Teachers agreeing to use their planning period to substitute for other classes in an emergency situation (no regular subs available) have the option of banking the individual hours that they substitute.	5 6 7 8
	When an individual has banked hours equivalent to a regular day classroom assignment, they will be credited with a sub day. Once a day is accumulated, a teacher will be able to request the use of the day by notifying the principal of his/her intent at least one day in advance. If a partial day remains unused at the end of the school year, the partial day will be carried over to the next school year. If a teacher leaves the district, he would be paid for accumulated hours at the negotiated rate. If a full day remains unused, a teacher has the option of being paid off, or adding a day to his individual sick leave. A teacher may not accumulate more than two substitute days in a year. Such days may not be taken with a personal business day if it results in being absent more than two consecutive days or on the last day of the school year. It is further understood a substitute day can't be taken on a working day immediately preceding or following a vacation period, school break, unpaid leave of absence or holiday.	9 10 11 12 13 14 15 16 17 18 19 20 21
H.	Reimbursement For Mileage and Other Expenses	22 23
	The Board will reimburse teachers for reasonable expenses incurred in connection with attendance at meetings, conferences or workshops as approved by the principals and the superintendent. Teachers who are required to use their personal automobiles in their work will be reimbursed at the current mileage rate approved by the Board. (___ per mile). Itemized statements of such expenses must be submitted on Board of Education form 4132. The Board will provide nonowned auto liability insurance when teachers' personal autos are used as provided in this section.	24 25 26 27 28 29 30 31
I.	Each full time teacher will be credited with thirteen (13) days of sick leave on the first day of the contract year. Unused sick days shall accumulate from year to year with no limitation. In the event the teacher's sick leave allowance is exhausted, a leave of absence without pay up to one year will be granted and will be renewed. Sick leave pay chargeable against the teacher's accumulated allowance will be granted for the following reasons:	32 33 34 35 36 37
	1. Family illness. Family is defined as spouse, child, stepchild, parents. Family sick leave will be granted for six days per year.	38 39 40
	2. Bereavement leave will be granted as sick leave in the event of a death in the immediate family of the teacher. Immediate family to be defined as spouse, child, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren. The Board may require proof of relationship. Bereavement leave will be limited to a maximum of four days.	41 42 43 44 45 46

The Board will notify each teacher of his/her accumulated sick leave during the first week of January annually. Teachers may examine their sick leave records at any time. The Board will at the same time provide a statement of family illness days left and personal/emergency leave days.	1 2 3 4 5
Teachers reporting absences chargeable to sick leave will advise the principal or designated person before 6:30 a.m. on the day of absence. Except in extenuating circumstances, failure to notify the principal as required above will result in forfeiture of sick leave pay for the day in question.	6 7 8 9 10
A teacher using ten consecutive days of sick leave will provide the Board upon request, with a physician's statement on his/her condition which will include the anticipated date of return. Physician's statements will be required for each subsequent thirty day period.	11 12 13 14
J. Compensation for Unused Sick Leave Upon Termination of Employment	15 16
Teachers resigning with at least ten (10) years of service in the Whiteford Schools or retiring at age 54 or older will be compensated for unused sick leave at the rate of \$30.00 per day. This sum will be paid in monthly installments of \$250.00.	17 18 19 20
Teachers resigning their positions at the Whiteford Schools after serving for five years as teachers in the Whiteford Schools will be compensated for unused sick leave days 01 to 75 at \$10.00 per day (\$750).	21 22 23 24
In the event of the death of a teacher in service or of a former teacher receiving terminal reimbursement payments, the beneficiary or estate of the teacher may elect one of the following options:	25 26 27 28
1. In monthly installments of \$400.	29 30
2. In a lump sum which will be issued within (30) days of the teacher's death.	31 32
Teachers who are discharged from service in the Whiteford Schools under the provisions of the Michigan Teacher Tenure Act will not be entitled to compensation for unused sick leave days.	33 34 35 36
A teacher placed on an involuntary leave of absence by the Board, who resigns during that leave of absence may elect to receive payment for unused sick leave days at either 1) one half (1/2) of the teacher's daily rate of pay or 2) the rate of pay established by the Board for substitute teachers. The election by the teacher shall be in writing and must be received by the superintendent within eight (8) calendar days following receipt by the school district of the teacher's resignation.	37 38 39 40 41 42 43
K. Other Paid Leaves of Absence	44
1. At the beginning of each school year a total of three (3) paid personal/emergency leave days will be credited to each teacher for use at the	45 46 47

teacher's discretion. A teacher planning to use personal leave days will notify the principal at least one day in advance except in emergencies. No deduction in the teacher sick leave allowance will be made under this provision. Any unused personal/emergency days will be credited to the teacher's accumulated unused sick leave at the end of the school year. A teacher may not use a personal day the day before the beginning of a vacation or holiday nor on the first day at the conclusion of a vacation or holiday without obtaining approval from the principal and/or Superintendent. The district reserves the right to limit the number of personal days taken on any one day to not more than seven (7) personal days district wide except for approved emergencies. If a substitute is not needed for a personal day absence, that personal day would not count as one of the seven (7). Partial days of one-half (½) day or less will not be counted either.

2. When a teacher is subpoenaed for jury duty, leave pay will be granted in a sum to equal the difference between the teacher's jury stipend and the teacher's regular salary providing:
 - a. The teacher notifies the principal immediately upon being notified that he or she will have jury duty.
 - b. The principal or the superintendent cannot arrange to have the teacher excused.
3. The Association shall be granted up to eight (8) days to be used by officers or agents of the Association to attend local, county, state, and national meetings of the MEA and its affiliates provided the principal is notified five (5) school days in advance. The Association shall reimburse the Board for salaries of substitute teachers contracted under this Article.

L. Leave For Professional Business

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

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or professional organizations.

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

M. Sabbatical Leave

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

1. The teacher will have been employed by the Board for not less than seven years.
2. The Board will have declared a budgetary surplus in excess of its needs at the close of the preceding fiscal year.
3. If continuation of salary is requested the teacher will agree by contract with the Board:
 - a. To use the Sabbatical Leave solely for additional formal study at a college or university.
 - b. To engage in no other gainful employment during the Sabbatical Leave.
 - c. To return, at the option of the Board, to the teaching assignment with the Whiteford School District for a minimum of three years following the Sabbatical Leave.
 - d. Provide for pro-rated reimbursement for each year not taught after returning from sabbatical.
 1. A teacher who does not return must reimburse the school district the full amount of the stipend.
 2. A teacher who leaves after one (1) year must reimburse the school district two-thirds (2/3) of the stipend.
 3. A teacher who leaves the school district after two (2) years, must reimburse the district one third (1/3) of the stipend.
 4. A teacher leaving before a school year is complete will not be given credit for that year and will reimburse the school district for his/her stipend up to the previous completed year according to the pro-rated schedule.

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

- (a) due to the birth of the employee's child in order to care for the child;

- (b) due to the placement of a child with the employee for adoption or foster care; 1
- (c) to care for the employee's spouse, child, or parent who has a serious health 2
condition; or 3
- (d) due to a serious health condition that renders the employee incapable of 4
performing the functions of his or her job. 5

A "serious health condition" is defined by the law as an illness, injury, impairment, or 6
physical or mental condition that involves (1) inpatient care in a hospital, hospice or 7
residential medical care facility or (2) continuing treatment by a health care provider. Other 8
mandated conditions of the Family and Medical Leave Act shall apply to leaves in this 9
section. 10
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ARTICLE VII 14 CONDITIONS OF EMPLOYMENT 15

A. Association Rights 16

1. The Association has the right to have a representative present at the 17
adjustment of a grievance submitted by an individual teacher. 18
2. The Association may use school buildings for meetings under the same 19
conditions applying to other community groups.. 20
3. School equipment and supplies may be used on the premises by the 21
Association. Unless rental arrangements are made, the Association will not 22
use school equipment or supplies for preparing, supporting or carrying on 23
collective bargaining activities. Faculty room bulletin boards and teacher 24
mailboxes may be used by the Association for posting and distributing 25
materials. The Association will be responsible for all materials so posted or 26
distributed. 27
4. The Board acknowledges the Association's rights of access to the public 28
records of the district including those dealing with financial resources and 29
budgeted expenditures and will provide the Association with copies of these 30
materials in response to reasonable requests. 31
5. Within thirty (30) days of ratification the board will provide the Association 32
with sixty (60) copies of this agreement for distribution to its members. The 33
Board acknowledges the Association's right to recite the provisions of this 34
Agreement to its members as well as other rights of the teachers set forth in 35
the statutes of the State of Michigan and of the United States. 36
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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.	1 2 3 4
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.	5 6 7 8 9
B.	Teacher Rights - Protection of Teachers	10
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.	11 12 13 14 15
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.	16 17 18 19 20 21
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.	22 23 24 25
4.	When a teacher is to be reprimanded, warned or disciplined for an infraction of this Agreement or for any reason, the teacher is entitled to arrange for a representative of the Association to be present. Before any action is taken two days will be granted to the teacher to make arrangements for representation under this provision of the Agreement prior to the action being taken. The teacher will be made aware of this provision when it is invoked.	26 27 28 29 30 31 32
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.	33 34 35 36 37
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.	38 39 40 41 42 43 44
	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	45 46

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.	1
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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.	5
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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.	9
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8. At the beginning of the school year the teacher will be advised in specific terms of teaching responsibilities.	15
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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.	18
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10. No disciplinary action will be initiated against a teacher based upon a complaint which has not been called to the attention of the teacher including the identity of the complainant.	22
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11. When a pupil on school premises deliberately damages or destroys the personal property of a teacher on duty the Board will reimburse the teacher for any sum related to the loss which is not covered by insurance policies of the teacher or the district up to a maximum of \$100.	26
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12. The teacher shall bring to the attention of the principal any undisciplined student who continually disrupts the classroom. The teacher will keep an anecdotal record of the student's disruptive behavior in the classroom. Prompt action shall be taken by the principal to remedy the situation before the educational process of the rest of the class suffers. If the teacher feels the problem has not been resolved the teacher shall notify the superintendent of the situation. The superintendent will take immediate action.	31
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C. Teacher Rights - Teaching Conditions	39
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1. Teaching Load and Class Size	41
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a. Normal class size will be 28 students in the elementary school (grades K-5) and 150 students per teacher in the secondary school (grades 6-12) with the exception of secondary music and physical education classes and study halls. If an elementary class exceeds 28 students, the teacher shall be paid an amount of \$100 per student or fraction	43
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thereof in excess of 28, but shall under no circumstances be assigned a student load in excess of 33 students. If a secondary teacher, with the exception of teachers of music, physical education or study halls, is assigned a student load in excess of 150, the teacher shall be paid an amount of \$100 per student or fraction thereof in excess of 150, but shall under no circumstances be assigned a student load in excess of 160.	1 2 3 4 5 6 7 8
b. A student who is officially assigned to a resource room will be counted as one and one-half students.	9 10 11
2. Teachers will be assigned only within the scope of their teaching certificates or their major and minor fields of study except in cases of emergency.	12 13 14
3. Teachers will be notified of their grade or subject assignments for the following school year before May 30. In the event that changes in schedule are necessary teachers will be notified promptly and will receive a written explanation.	15 16 17 18 19
4. Providing that funds are available, textbooks will be furnished with edition dates falling within the past five years. Personal copies of texts will be provided for teachers' use but will remain the property of the district. Each classroom will be furnished with a dictionary appropriate to the grade level of the pupils.	20 21 22 23 24 25
5. Adequate typing and duplicating materials and equipment will be made available in each school for preparation of instructional materials. A standard electric typewriter will be provided in each faculty room.	26 27 28 29
6. Each teacher will be furnished with a separate desk with lockable drawer and closet space for coats, overshoes, and personal articles.	30 31 32
7. Each teacher will be furnished with class record books, plan books, and other consumable items needed for daily classroom duties.	33 34 35
8. The Board will provide lunchroom and lavatory facilities for teacher use.	36 37
9. A telephone will be provided in each faculty work room for the exclusive use of teachers to make local calls. Long distance school business calls will be made on one of the regular office phones. These business calls must be recorded on forms provided by the administration.	38 39 40 41 42
10. Teachers will be provided with designated parking areas during regular school hours.	43 44 45
11. Custodial work requests will be provided for each teacher.	46 47

12.	All new file cabinets will be equipped with locks.	1
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13.	Teachers will not be required to post standard test score labels or heights and weights in students' permanent record files.	3
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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.	6
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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.	10
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16.	A minimum of 42 sq. ft. of chalkboard will be provided in each classroom.	13
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17.	Minimum classroom storage space of 27 cu. ft. will be provided for instructional materials.	15
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D.	Vacancies and Promotion	18
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	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 ten (10) school days during the school year and fifteen (15) calendar days during the summer prior to filling. During the summer recess all professional position vacancy notices shall be mailed to all qualified staff members.	20
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	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.	27
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	Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of all applicants, length of service, and other relevant factors. The Board reserves the right to hire, assign and/or promote on the basis of its own judgement.	31
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E.	Transfers	36
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1.	Transfers are defined as changes in work location, grade level, subject area or position. Requests by a teacher for transfer may be made at any time. Such requests will be made in writing to the superintendent with a copy to the Association. The application will set forth grade, subject area, or position sought, and the applicant's qualifications.	38
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2.	Receipt of applications and requests referred will be acknowledged by the superintendent within five (5) working days.	44
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3.	Involuntary transfers may be made only for reasonable and just cause. Thirty (30) days prior to an involuntary transfer, the superintendent will provide the teacher and the Association written reasons for the transfer.	1 2 3 4
4.	When involuntary transfers are required for necessary reduction in a school's staff due to reduced student enrollment or due to a lay-off situation, the transfers will be made on the basis of seniority in the district (as defined in Article VII-F-2) and the teacher having the greatest amount of seniority shall have first right of refusal.	5 6 7 8 9 10
F.	Reduction In Personnel	11 12
1.	The Board will determine whenever a reduction in personnel is deemed necessary. The Board will consult representatives of the Association before its final decision.	13 14 15 16
2.	Seniority is defined as continuous length of service within the bargaining unit and shall be pro-rated for regular part-time bargaining unit members and members who work fractional years. All teachers will be ranked in the order of their effective date of employment. When more than one individual has the same effective date of employment they will participate in a drawing to determine placement on the seniority list. The Association and teachers affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly at a time and place that will allow affected teachers and Association representatives to be present.	17 18 19 20 21 22 23 24 25 26
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.	27 28 29 30 31 32
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.	33 34 35 36 37 38 39 40 41
5.	Seniority will continue to accumulate for up to two (2) years when teachers are on leaves of absence.	42 43 44
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.	45 46 47

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. 1
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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 holding a major or minor in the subject area or having prior teaching experience in the subject area. 5
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9. Laid-off teachers will be recalled to the first vacancy for which they are certified or qualified in reverse order of lay-off. 12
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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 teacher is certified and qualified will result in the teacher being deemed a voluntary quit and forfeiting any right of recall unless the teacher at the time of the offer of recall is employed under contract by another Michigan or Ohio school district, in which case the teacher will continue to be eligible for recall during the three-year period following the effective date of layoff. Failure of a teacher on layoff to respond within fifteen (15) days of the receipt of a written offer of a position made by the Board will result in the teacher being considered a voluntary quit losing all right of recall. 15
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11. Notification of recall will be in writing with a copy to the Association. The notification will be sent by certified mail to the teacher's last known address. It will be the responsibility of each teacher to notify the Board of any change in address. 28
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12. A laid-off teacher will upon application be granted priority status on the district substitute teacher list. 33
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13. A laid-off teacher may continue health, dental, and life insurance benefits by paying monthly to the Board the normal per subscriber group rate premium for such benefits subject to the limitations of the insurance carrier. 36
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14. During a period of impending lay-offs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests. Based on order of application the number of leaves of absence to be granted will not exceed the number of teachers to be laid-off. 40
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15. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of Whiteford School District teachers in the consolidated district. 45
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G.	Unpaid Leaves of Absences	1
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1.	A leave of absence without pay for one year, subject to renewal at the will of the Board, may be granted to any teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries.	3
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2.	A military leave of absence without pay will be granted to any teacher under the provisions of Michigan Act 145 of 1943.	7
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3.	A leave of absence without pay of one year, subject to renewal at the will of the Board, may be granted to any teacher to campaign for or serve in public office.	10
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4.	Maternity leaves will initially be approved for periods of up to twelve months. At the teacher's request an additional leave of up to twelve months may be approved providing the teacher is not employed by any other school district.	14
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5.	A leave of absence will be granted to any teacher for the purpose of child care. The leave will begin one month after the teacher's request unless an emergency exists.	19
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a.	Reinstatement will be to the teacher's former position or a similar position.	23
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b.	Leaves of absence for child care may be approved for periods of up to one (1) year. An additional year may be approved upon request.	26
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c.	A teacher on child care leave may return to duty only at the start of the school year unless a vacancy for which the teacher is certified or qualified occurs during the year.	29
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6.	Seniority Accrual	33
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	Teachers returning from leaves of absence approved after the effective date of this contract will be credited with accrued seniority of up to two years.	35
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7.	On leaves of absence other than military, notice of intention to return to teaching duty must be given at least ninety days before the leave expires.	38
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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.
 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 unit. 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 three (3) times per year, receive an "individualized development plan", and an annual year-end performance evaluation. Teachers on continuing tenure shall be observed and given performance evaluations 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 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.

ARTICLE IX
GRIEVANCE PROCEDURE & ARBITRATION

A. Grievance Procedure

- 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 part of this agreement unless mutually agreed otherwise.

- 4. Both parties agree to be bound by the award of the Arbitrator. 1
- 5. The fees and expenses of the Arbitrator will be paid by the Association when 2
the Arbitrator finds in favor of the Board of Education. The fees and 3
expenses of the Arbitrator will be paid by the Board of Education when the 4
Arbitrator finds in favor of the Association. 5
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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. 11
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Each party will submit to the other forty-eight hours prior to the meeting, an agenda covering what they wish to discuss. 16
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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. 19
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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. 22
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When negotiations are conducted during regular school hours, released time shall be provided for the Association negotiating committee. 27
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Neither party in contract negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. 30
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There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the superintendent. 35
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ARTICLE XI
LIMITS ON TEACHING

The Board will place no arbitrary limits upon the study, investigation, or presentation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning. 39
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**ARTICLE XII
MISCELLANEOUS PROVISIONS**

- A. This Agreement may be amended by mutual consent of the parties.
- B. Individual contracts between the Board and the teacher will be subject to and consistent with this Agreement.
- C. No Board policy will contradict any terms or conditions of this bargaining agreement.
- D. Teachers will be issued keys to school buildings according to their needs as determined by the principals. Unauthorized use or duplication of school keys may result in progressive discipline ranging from reprimand to discharge.
- E. Teachers will not be required to report on duty days when school is closed due to inclement weather, but will make these days up as outlined by the provision in Article VI, Paragraph D.
- F. When conditions permit, teachers will be advised of emergency school closing by radio announcements prior to 7:15 a.m.
- G. Prior to March 1 annually, representatives of the administration and the MCEA/WEA, will meet with representatives from other school districts of the county for the purpose of developing a "common calendar". Consideration in developing the "common calendar" will be given to obligations to other employee groups and special transportation requirements. The MCEA/WEA president and one member of the negotiating team will prepare two proposed calendars, based upon said "common calendar" for the subsequent year. On or before April 1, members of the MCEA/WEA will approve one of the proposed calendars to be presented to the Board of Education each year at the regular April board meeting. The Board of Education reserves the right to recommend changes to the administration and MCEA/WEA.
- If necessary, a revised "common calendar" will be considered by the Board of Education at the regular May board meeting. If no agreement is reached on a revised "common calendar" the Board of Education will adopt a calendar based upon that approved by the administration and the MCEA/WEA but with adjustments to reflect the board's obligations to other employee groups and special transportation requirements.
- The calendar will include 182 days of pupil instruction. One-half (1/2) of a day at the beginning of the school year, and one-half (1/2) of a day at the end of the school year will be used for teacher orientation, preparation and records.
- H. In the event that school is closed on a day for which a teacher had been granted bereavement, personal or sick leave, the teacher will not be charged for that day's leave.
- I. Nothing in this contract shall prevent the Board of Education from complying with requirements mandated under the provisions of the Americans with Disabilities Act.

SCHEDULE A

Exp.	1996-97		1997-98		1998-99	
	BA	MA	BA	MA	BA	MA
0	25,257	26,605	25,888	27,270	26,535	27,952
1	25,945	27,273	26,594	27,955	27,259	28,654
2	26,916	28,744	27,589	29,463	28,279	30,200
3	27,882	30,298	28,579	31,055	29,293	31,831
4	28,664	31,932	29,381	32,730	30,116	33,548
5	30,462	33,654	31,224	34,495	32,005	35,357
6	31,778	35,461	32,572	36,348	33,386	37,257
7	33,426	37,368	34,262	38,302	35,119	39,260
8	35,074	39,373	35,951	40,357	36,850	41,366
9	38,176	41,485	39,130	42,522	40,108	43,585
10	43,437	47,308	44,523	48,491	45,636	49,703

Add \$500 for the master's degree plus 30 additional semester hours (or equivalent term hours) in certified teaching field; \$250 for the 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 1996-97 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 pro-rated.

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: Regular rate for classroom instruction
On the road instruction \$10.00 per hour

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%

Art: Two Exhibits \$285

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): \$310/per person

Advisor of Student Organizations:

Class Advisor: Two Senior* - \$285 ea. One Senior* -\$490
Two Junior* - \$320 ea. One Junior* -\$560
One Sophomore*\$215
One Freshman*\$215
One Eighth*\$215
One Seventh*\$215

Outdoor Education Advisor \$215

Club Advisors: For each group which requires an advisor as approved by the administration and the Board of Education, the advisor will be given a stipend of \$215 per year. Advisors to groups who through their leadership

and the enthusiasm of their students provide more than three activities a year will be reimbursed up to \$34 per activity with a maximum of \$320, which includes the base \$215 stipend.

Athletic Staff:

<u>10%</u>	<u>6%</u>	
Head Football	Freshman Basketball	
Head Basketball	J.V. Volleyball	
<u>8%</u>	<u>4%</u>	
Head Softball	Golf	
Head Track	J.V. Baseball (1)	
Head Volleyball	J.V. Softball (1)	
Head Baseball	J.V. Football (1)	
Varsity Football Assistants (2)	Middle School Basketball (2)	
J.V. Basketball	Middle School Volleyball (2)	
	Middle School Track(1)	
	Middle School Football (2)	
<u>3%</u>	<u>1.5%</u>	
H.S. Winter Cheerleading*	Jr. High Fall Cheerleading*	
H.S. Fall Cheerleading*	Jr. High Winter Cheerleading*	
*These include both j.v. and varsity as one squad.	*These include both 7th & 8th grade as one squad.	

Faculty Game Manager

\$10/hr., \$20 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 schedule 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 extra curricular 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 for 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.

SCHEDULE B-2

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

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

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SCHEDULE C

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

1. MESSA Super Care I

The Board of Education will reimburse each teacher that has full family or self/spouse coverage the annual \$100.00 deductible and each teacher that has single coverage the annual \$50.00 deductible, for each year of the contract. Said deductible will be included in a regular payroll check no later than the second (2nd) pay period in October of each year.

For those teachers who opt not to take medical insurance coverage, and who receive a monthly sum equal to single subscriber premium for health insurance will also receive an additional \$50.00 (equal to the single subscriber deductible) in a regular payroll check no later than the second (2nd) pay period in October of each year.

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

3. \$30,000 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 3 or its equivalent. The Board at its option will be able to select the carrier.

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