

41175

8/20/2000

MASTER CONTRACT

BETWEEN THE

WHITTEMORE-PRESCOTT
AREA SCHOOLS

AND THE

WHITTEMORE-PRESCOTT
EDUCATION ASSOCIATION

1997-2000

Whittemore-Prescott Area Schools

WHITTEMORE-PRESCOTT AREA SCHOOLS

BOARD OF EDUCATION

STATEMENT OF ASSURANCE OF COMPLIANCE
WITH FEDERAL LAW

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

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



PUBLIC NOTICE

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

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

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

Dr. Gene A. Gillette
Whittemore-Prescott Area Schools
(517) 756-2501 or (517) 873-5650

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

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

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

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

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



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MASTER CONTRACT

AGREEMENT

This Agreement entered into this 22nd day of January, 1998, by and between the Board of Education of the School District of the Whittemore-Prescott Area Schools, Whittemore, Michigan, hereinafter called the "Board" and Whittemore-Prescott Education Association, hereinafter called the "Association".

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

WITNESSETH

This we Believe:

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

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

ARTICLE I

RECOGNITION

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

teachers.

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

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

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

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

- D. The Superintendent of Schools shall be given the first opportunity to obtain 100% membership, which if not achieved within 30 days from the date of commencing teaching duties will revert to order stated in Section A through C.
- E. Since this is a joint contract between the Whittemore-Prescott Education Association and the Whittemore-Prescott School District, both parties will cooperate and take equal responsibility for the enforcement of Article I, Section C, Subsection 1.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.
- G. Teachers are professional employees with the responsibilities of maintaining current certification.
- H. With the advent of Public Act 25 and its implications for administrators, teachers, support staff, and community members, site-based budgeting and decision-making becomes an integral part of the process. The Board recognizes the importance of everyone's input into the educational policies and practices at Whittemore-Prescott and shall make every attempt to insure that all segments of the educational community has input into that process. The Superintendent of Schools will be the monitor of this process and will make recommendations to appropriate program administrators to insure that the qualifications of P.A.25 are met concerning this issue.

ARTICLE II

TEACHERS' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board recognized in Article I, Paragraph A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection.
- B. The Board and the Association specifically recognizes the right to appropriately invoke the assistance of the State Labor Mediation Board or a mediator from such a public agency.
- C. The Association and its members shall have the right to use school buildings and facilities in accordance with set School Board Policies.
- D. The Board agrees, in response to request of the Association, to make available within one week information concerning the financial resources of the district, tentative budgetary requirements and allocations which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teacher. This information

shall be available in the Board Office and under the direction of the Superintendent of Schools. Also available shall be information which may be necessary for the Association to process any grievance or complaint of a teacher with written permission of the involved teachers, except confidential information. This does not require the Board to compile information.

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

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in the terms of the Agreement. It is agreed, that if the term of this Agreement exceeds one (1) year, either party may request the reopening of said salary schedules by written notice to the other party at least sixty (60) days prior to the first of April of every year of this Agreement.

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

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

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

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

D. Miscellaneous Benefits

1. For the 1997-98 school year, the Board of Education shall provide, without cost to the employee, insurance through the bid process as follows.
 - a. Health Care - MESSA Super Care I or comparable insurance for the employee's entire family.
 - b. Long Term Disability
 - c. Dental Insurance
 - d. Negotiated Life
 - e. Vision I Plan

2. For the 1998-99 school year, the Board of Education shall provide for the employee an insurance package comparable to MESSA PAK Plan (Plan "A") as described in #1 above. The bid process will be used to determine the insurance carrier.

If the premium amount in Plan "A" above is in excess of the amount the Board is obligated to pay for Plan "A" in 1997-1998, the employee shall be obligated to pay any increase above 8%. The Board may payroll deduct the employee's share of the cost of the insurance premium using the Cafeteria Plan which is currently in place.

EMPLOYEES NOT WISHING ABOVE INSURANCE

PLAN "B"

3. For the 1997-1998 and the 1998-1999 school year, the Board of Education shall provide without cost to the employee not wishing to take Plan "A", Plan "B" as described below.
 - a. Long Term Disability
 - b. Dental Insurance
 - c. Negotiated Life
 - d. Vision I Plan

The above Option B package will be paid by the Board. An additional \$250.08 will be paid by the Board as a cash option in accordance with the plan adopted by the Board pursuant to section 125 of the Internal Revenue Code. Employees may use the cash option to purchase annuities.

OTHER BENEFITS

1. Workmen's Compensation--If a teacher is receiving workers compensation benefits due to an on-the-job injury, the board shall pay the difference between the teacher's regular salary and the workers compensation benefits for the period ending the date that the teacher becomes eligible to receive long term disability benefits or the date which falls thirty (30) days after the teacher's accumulated sick leave is exhausted, whichever occurs sooner. The board, teacher and Association shall take an active part regarding settlement of any workers compensation claim.
 2. Professional Association Days will be granted with full pay and shall not count as personal leave, at the discretion of the Superintendent.
 3. Professional Days--Mileage paid, if school car is not used, at the discretion of the Superintendent.
 4. Payroll Adjustments and Hourly Wages--Will be based on 187 days for the 1997-1998 school year, 189 days for the 1998-1999 school year and 191 for the 1999-2000 school year. The following will be regarded as paid holidays: Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, one inservice day in 1997-1998, two inservice days in 1998-1999 and three inservice days in 1999-2000. Contracts will be issued based on number of days listed above.
- E. Sick leave shall be fifteen (15) days per school year and seventeen (17) days for twelve month employees. Three (3) of these days shall be allowed for personal business. These days may accumulate to one hundred (100) sick days.

Teachers' contracts may be based on 20 pays or 26 pays at the option of the teacher. Sick leave days shall accumulate as follows: 2 days in September, 2 days in October, 2 days in November, 1 day in December, 2 days in January, 2 days in February, 1 day in March, 1 day in April and 2 days in May. The days shall be accumulated on the first day of each month. All 12 month employees must be paid on the 26 pay system.

The Board shall reimburse the teacher or his beneficiary \$17.50 per day for each unused sick day at retirement or death (assuming all requirements for retirement are fulfilled). Each teacher shall receive \$17.50 per each sick day granted at the beginning of the year which would make his total exceed one hundred (100) days. The number of accumulated sick days shall be stated on the first paycheck stub of each year. (Minimum of 45 days required for payment.)

No sick days or personal business days will be charged against a teacher who must serve jury duty or is subpoenaed to appear in court. The teacher shall receive his full salary less the per

diem pay. A teacher shall not be entitled to compensation for being subpoenaed to appear in court if:

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

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

- F. The Board shall have discretion to grant experience credit on the salary schedule when hiring new teachers. There shall be no limit upon the amount of salary schedule experience credit which may be given for experience in an accredited school for teachers who did not forfeit tenure in the previous school. No more than five (5) years of salary schedule experience credit will be given to teachers for experience in a non-accredited school or teachers who forfeited tenure in the previous school.
- G. Teachers working for more than the regular school year will be paid in accordance with the pro-rated salary schedule and time worked. These would include: the teachers of home economics, counselor and librarian. In order to qualify for this extra salary, these teachers must be in regular teaching situations and not in jobs that can be done by non-professional employees.
- H. No new teacher will be employed by the Board for a regular K-12 teaching assignment who does not possess a bachelor's degree from an accredited college or university, a provisional, a permanent, or a continuing certificate, and a prescribed student teaching experience under the direction of a certified teacher or teachers in a K-12 district. Except in the area of special vocational programs, every effort will be made to hire a teacher with a bachelor's degree. If there are two qualified candidates, preference will be given to the person with a bachelor's degree. This section shall not be construed as limiting the Board's right to hire non-certificated teachers in accordance with Section 1233 of the Revised School Code.
- I. Extra-curricular items may be included in the contract, but are not actually paid to the teacher until the activity has been terminated or at the end of the school year, provided the activity has been satisfactorily carried out. If the activity is not completed satisfactorily, the teacher shall be notified within five (5) work days of completion of the items that need attention. Otherwise the activity shall be considered successfully completed. This is to be determined by the superintendent, principal, and, in the case of a person in athletics, the athletic director. These persons would also have the responsibility of counseling a teacher if said teacher is not working up to standard in the assigned capacity.

If extra-curricular activities are taken care of during the regular school day, no extra pay will be given.

- J. Teachers who use their personal car for school business, or to drive between buildings as part of their assignment, shall be entitled to compensation. The Board will pay \$.25 per mile for any car that has a normal seating capacity of eight (8) or more and \$.22 per mile for all other vehicles. This reimbursement must be approved in advance by the Superintendent and used only when a school vehicle is not available.
- K. Disbursement of salaries which has as a matter of past practice (and not in conflict with language elsewhere) been made on salary paydays shall be made no later than two (2) weeks from date of satisfactory completion. All other reimbursement except tuition shall be made within thirty-five (35) days from completion or application to the Superintendent. Tuition shall be paid twice per year--October and February.
- L. Department Chairpersons
1. Responsibilities for Secondary Department Heads (Must be a Tenured Teacher - Not less than 5 departments):
 - a. Responsible for preparing requisition lists for texts, materials, and supplies for their individual department.
 - b. Keep a running record of materials available for each department. Have that inventory available for administration.
 - c. Coordination of curriculum between grades and subject areas.
 - d. Coordinate department meetings with the administration concerning programs and practices within the department and school administration.
 - e. Aid new members of the staff who may not be acquainted with the programs and practices within the department and school administration.
 - f. Act as liaison between administration and members of their department.
 - g. Assist administration in development and implementation of building/site budgets.
 2. Responsibilities for Elementary Building Heads (Must be a Tenured Teacher):
 - a. Responsible for preparing requisition lists for texts, materials, and supplies for their individual department.
 - b. Keep a running record of materials available for their department; have that inventory available for administration.

- c. Coordination of curriculum between grades and subject areas.
- d. Coordinate department meetings with the administration concerning programs and practices in their department.
- e. Aid new members of the staff who may not be acquainted with the programs and practices with the department and school administration.
- f. Act as liaison between administration and their department.
- g. Assist building administrator in the development and implementation of building/site budget.
- h. Responsible for building in the absence of the principal.
- i. Act as chairman of various committees during the school year.
- j. Keep the principal informed of various events, staff concerns, and potential problems.

3. Responsibilities of Early Childhood Department Chairperson:

- a. Responsible for preparing requisition lists for tests, materials, and supplies for their individual department.
- b. Coordination of curriculum between grades and subject areas.
- c. Coordinate department meetings with the administration concerning programs and practices in their department.
- d. Aid new members of the staff who may not be acquainted with the programs and practices within the department and within the school district.
- e. Act as a liaison between administration and their department.
- f. Assist building administrator in the development and implementation of building/site budget.
- g. Keep the principal informed of various events, staff concerns and potential problems.

4. Selection of the department head in the middle and high school shall be as follows:

- a. Each teacher shall be assigned to one or more departments.
- b. Teachers within each department shall recommend two candidates for department head, who will be appointed by the superintendent and building administrator.
- c. Position is a non-tenure assignment.
- d. A committee of two teachers and the high school and middle school principals shall work to establish each department and assign respective teachers to these departments. There shall be not less than 5 departments.

5. Selection of the Building Heads and Chairpersons

- a. Each teacher shall be assigned to either an Early Childhood, 1-3 or 4-6 assignment.
- b. Teachers within each department shall recommend two candidates for building head, who will be appointed by the superintendent and building administrator.
- c. Position is a non-tenure assignment.
- d. A committee of two teachers and two elementary school principals shall work to establish each building area and assign teachers to these areas.

6. Department Head/Building Heads shall be full time, certified, tenured employees.

7. Pay for Department Head/Building Head:

- a. Elementary Building Head \$1,000 per year
- b. Secondary and Early Childhood
Department Chairperson \$ 500 per year
- c. Said payments can be paid only at the end of the year after all duties are successfully completed. Successful completion to be determined by an overall evaluation (oral and/or written) by the Superintendent and Building Administrator.

M. Longevity

- 1. Teachers below the 11th year of service in 1994-1995 will receive a one time \$750

longevity payment at the end of their 14th year (at Whittemore-Prescott) to become part of their base salary.

2. After the 1994-1995 school year, all longevity payments will become part of the teacher's base salary. All future percentage increases will be calculated on their base salary.

N. Retirement Incentive

1. By March 15th of each year the Board of Education shall, in its sole discretion, determine the number of teachers, if any, who shall be eligible for the retirement incentive plan.

The Board of Education shall, in its sole discretion, determine the minimum number of teachers required to opt for the retirement incentive plan in order for the plan to be implemented.

2. Teachers wishing to participate in this program must submit written notification of their intent to retire to the Superintendent no later than May 1. Upon acceptance of the written notification by the Superintendent, the teacher's retirement becomes irrevocable unless the retirement plan is voided as covered below (3).
3. All retirements must take place at the end of the school year. If the number of individual teachers opting for retirement does not meet the minimum number set by the Board of Education, the plan for the current school year is null and void.
4. The retirement incentive payment will be paid to the teacher within thirty (30) days of the end of the school year. Teachers meeting the criteria will be awarded retirement incentive positions based upon Whittemore-Prescott Area School district seniority.
5. Any teacher who has taught for a period of ten (10) years in this district and meets the above criteria shall be entitled to a single retirement bonus according to the following schedule:

<u>Years Experience</u>	<u>Bonus</u>
25-30 Years	65%
30 Plus	45%

*Bonus based on 1st Step of the B.S. Salary Schedule.

*Years of Experience to be determined at end of the school year in which the teacher retires.

1997-1998 SALARY SCHEDULE

<u>STEP</u>	<u>B.S.</u>	<u>B.S.+20</u>	<u>M.A.</u>	<u>M.A.+20</u>	<u>M.A.+30</u>
1	25,504	26,381	27,269	28,159	29,047
2	26,912	27,836	28,774	29,720	30,654
3	28,400	29,375	30,361	31,359	32,344
4	29,967	31,001	32,038	33,087	34,133
5	31,619	32,707	33,806	34,914	36,014
6	33,363	34,507	35,670	36,839	37,995
7	35,199	36,411	37,634	38,865	40,090
8	37,139	38,417	39,707	41,009	42,300
9	39,185	40,529	41,894	43,262	44,629
10	41,340	42,762	44,199	45,649	47,084
11	42,374	43,831	45,304	46,790	48,261

1998-1999 SALARY SCHEDULE

<u>STEP</u>	<u>B.S.</u>	<u>B.S.+20</u>	<u>M.A.</u>	<u>M.A.+20</u>	<u>M.A.+30</u>
1	27,181	28,114	29,062	30,017	30,961
2	28,684	29,669	30,665	31,673	32,667
3	30,267	31,311	32,358	33,418	34,474
4	31,935	33,034	34,144	35,263	36,374
5	33,697	34,852	36,027	37,207	38,375
6	35,551	36,775	38,010	39,254	40,491
7	37,510	38,801	40,104	41,419	42,723
8	39,577	40,934	42,313	43,965	45,075
9	41,753	43,190	44,641	46,105	47,555
10	42,374	43,831	45,304	46,790	48,261
11	43,221	44,708	46,210	47,726	49,226

Those teachers who were on the 11th step during the 1997-1998 school year shall receive a 2.0 percent increase on their base salary (Step 11) and longevity for those eligible. Those teachers who were at or below the 10th step in the 1997-1998 school year shall remain on the same step as in 1997-1998 and receive the step increment as shown.

If the blended 1998-1999 student count (FTE's) is greater than the 1997-1998 student count (1,498 FTE's) 1/3 of the foundation allowance for those additional FTE's (up to 20 FTE's) will be used as follows:

- A. Divided among the teaching staff to be used for payment on the insurance premium increase above 8% of the 1997-1998 level.
- B. Any remaining money will be divided equally among the staff on Step 2 through Step 9 to be used as a one time bonus not to exceed \$400. This payment will not be added to the base pay and will be made by December 1, 1998.

EXTRA-CURRICULAR SALARIES

ATHLETICS

1997-1998 BASE SALARY: \$4,134
1998-1999 BASE SALARY: \$4,237
LONGEVITY: AN ADDITIONAL 2.5% AFTER 5 YEARS
AN ADDITIONAL 5% AFTER 10 YEARS

<u>ACTIVITY</u>	<u>BASE %</u>
HEAD FOOTBALL	90.0%
VARSITY ASSISTANT FOOTBALL	65.0%
J.V. FOOTBALL	60.0%
J.H. FOOTBALL	25.0%
HEAD GIRLS' BASKETBALL	90.0%
J.V. GIRLS' BASKETBALL	65.0%
J.H. GIRLS' BASKETBALL	35.0%
CROSS COUNTRY (BOTH)	65.0%
HEAD VOLLEYBALL	75.0%
J.V. VOLLEYBALL	60.0%
FRESHMAN VOLLEYBALL	30.0%
HEAD WRESTLING	70.0%
ASSISTANT WRESTLING	45.0%
HEAD BOYS' BASKETBALL	90.0%
J.V. BOYS' BASKETBALL	65.0%
FRESHMAN BOYS' BASKETBALL	40.0%
J.H. BOYS' BASKETBALL	35.0%
HEAD BASEBALL	60.0%
J.V. BASEBALL	45.0%
HEAD SOFTBALL	60.0%
J.V. SOFTBALL	45.0%
HEAD TRACK	65.0%
TENNIS	65.0%
FALL CHEERLEADING	30.0%
WINTER CHEERLEADING	35.0%
J.H. WINTER CHEERLEADING	25.0%

EXTRA-CURRICULAR SALARIES

NON-ATHLETIC

1997-1998 BASE SALARY: ***\$4,134***
1998-1999 BASE SALARY: ***\$4,237***
LONGEVITY: ***AN ADDITIONAL 2.5% AFTER 5 YEARS***
 AN ADDITIONAL 5% AFTER 10 YEARS

<u>ACTIVITY</u>	<u>BASE %</u>
YEARBOOK	65.0%
H.S. STUDENT COUNCIL	35.0%
J.H. STUDENT COUNCIL	20.0%
SENIOR BAND	60.0%
JUNIOR BAND	30.0%
PEP BAND	25.0%
FFA	40.0%
FHA	40.0%
SENIOR ADVISOR	60.0%
JUNIOR ADVISOR	60.0%
SOPHOMORE ADVISOR	30.0%
FRESHMAN ADVISOR	30.0%
8TH GRADE ADVISOR	25.0%
7TH GRADE ADVISOR	25.0%
NATIONAL HONOR SOCIETY	35.0%
KNOWLEDGE BOWL	35.0%
PRESCOTT LIBRARIAN	30.0%
SCIENCE OLYMPIAD	40.0%
S.A.D.D.	25.0%
VARSITY CLUB	35.0%
FRENCH CLUB	25.0%

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

ARTICLE IV

TEACHING HOURS

- A. The teacher's normal teaching hours in the Whittemore-Prescott Area School shall be as follows:
 1. Teachers will check into their classrooms 15 minutes prior to the beginning of the school day.
 2. Teachers will remain at the school at least 15 minutes after school is dismissed.

3. Unless permission is granted by the building principal, teachers shall leave no earlier than the above time.
4. Elementary teachers shall be entitled to two and one-half (2.5) hours of preparation time per week as scheduled by the building principal unless there are no non-certified personnel to supervise the building. In the event that all or any portion of said preparation time is used while students are on recess and there are no non-certified personnel to supervise the recess(es), faculty members may only then be asked to supervise the playground area and they shall be paid on the B.S., Step 1 scale, prorated (187 days/6 hours per day). When volunteers are not numerous enough, members of the staff at that building shall be assigned on a rotating basis. Noon recess shall be duty free. In the event that a teacher's preparation time falls below two and one-half (2.5) hours in any given week, the teacher will be paid for the lost time at the rate stated above.
5. Middle school and high school teachers shall be entitled to one (1) preparation period per day with said preparation time being no longer than fifty-five (55) minutes per day. However, in the event substitute teachers are not available to substitute for other faculty who are absent, teachers on preparation period may be asked to substitute. They shall be paid on the B.S., Step 1, prorated (187 days/6 hours per day).
6. Teachers may be required to attend building meetings whenever requested by the building principal but not to exceed three (3) per month. It shall be the administration's responsibility that all teachers are notified (except in cases of emergency) at least three days in advance of any meeting. Teachers are required to attend building meetings except those absent from school that day or those excused by the administration.

ARTICLE V

TEACHING LOADS, TRANSFERS AND ASSIGNMENTS

- A. A transfer shall be defined as a change from one building to another. A reassignment shall be defined as a change in the teacher's grade assignment in the elementary school grades and a change in the teacher's subject assignments in the secondary and middle grades.
- B. The Board shall hold the administration responsible for the equitable distribution of work among members of the staff.
- C. Wherever possible, teachers shall teach no more than six periods where a secondary day consists of seven periods, or no more than five periods where a secondary day consists of six periods. In the event that the district adopts the "block scheduling" concept, the Association

agrees that each teacher will receive the equivalent of five periods of release time (no scheduled class) per week as was scheduled during the 1997-1998 school year. No teacher in the secondary schools shall have more than four preparations per marking period unless requested by the teacher.

- D. The Superintendent of Schools shall maintain an active list of persons qualified to act as substitute teachers.
- E. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned outside of the scope of their teaching certificates except where non-certified teachers are employed in accordance with Section 1233 of the Revised School Code. It should be further understood that the number of semester hours in major or minor fields of study should be determinants of teaching assignments, as prescribed by the State of Michigan Accreditation Program.
- F. The Superintendent of Schools shall be responsible for the transfer of all faculty personnel. Whenever a teacher is transferred to a different school building, he/she shall be notified no less than 45 days prior to such transfer (unless student enrollment fluctuations make it impossible to do so or because of cutbacks due to financial difficulties), and may request a consultation with the Superintendent of Schools.
- G. Teachers who will be affected by a transfer or change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary and middle school grades will be given written notice and consulted with by their building principals as soon as possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.
- H. Assignments--All teachers shall be given written notice of their class assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible, and in any event no later than 14 days prior to the start of school.
- I. 1. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever or wherever possible with the following maximums recommended.
- | | | |
|----|--------------------------|-----------------------|
| a) | Young 5's & Kindergarten | 23 students |
| b) | Grades 1-3 | 25 students |
| c) | Grades 4-6 | 28 students |
| d) | Grades 7-12 | 150 students per day* |
- *Music and Physical Education classes excluded.*
2. It is further understood that Kindergarten and Young 5's teachers will be paid one-half (1/2) the amount noted below for each of two (2) sections taught by the teacher

which exceeds these maximums averaged over the total day's time.

3. For teachers in Young 5's through 6th grade, a payment of One Dollar (\$1.00) per student per day shall be incurred whenever teachers have more than the number of students specified above, up to and including three (3) students. A payment of Two Dollars (\$2.00) per student per day will be paid on the fourth and above students.

Example:

3 student overload

\$3.00 per day

4 student overload

\$5.00 per day**

**Calculation: 1-3 students = \$1.00 per student/day

4 students = \$2.00 per student/day

4. Teachers in grades 7-12 shall be paid at a rate of One Dollar (\$1.00) per student for each day the limits are exceeded.
 5. No overload pay will be paid to a teacher with a full-time aide for the class(es) in which there is an overload.
 6. For the class(es) in which there is an overload, one-half (1/2) overload pay will be paid to teachers with a half-time aide. In the case of a Title I aide, the "no overload pay" portion of this Section does not apply.
 7. Given that "Inclusion" is a new educational philosophy and practice in Michigan's public schools, data concerning time restraints, pupil-teacher ratios, and time on task is inconclusive. In the event "Inclusion" is ever mandated by the State of Michigan, the Contract shall be opened at that time to deal with the issue.
- J. When working in a team teaching situation, the special education teacher and the regular education teacher will formulate the team's guidelines and responsibilities. The written guidelines and responsibilities must be submitted to the building administrator and the Special Education Director for approval prior to implementation.

ARTICLE VI

TEACHING CONDITIONS

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

- A. We believe provisions should be made for the under achiever, the poorly motivated, or the hyperactive child, in classes having a lower pupil-teacher ratio, which would help these children take full advantage of the educational opportunities provided in the community.

- B. We continue to encourage experimentation with class size where careful consideration is given to the age, intellectual maturity, and motivation of the students.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available rest rooms and lounge facilities in each building.
- E. Adequate parking facilities shall be provided for teacher use.
- F. Teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.
- G. Both parties recognize that teacher participation in extra-curricular school connected activities is important and will encourage such participation.
- H. If a teacher is to be disciplined or reprimanded by the Board of Education or its agents, the teacher shall be entitled to have a representative of its Association present.
- I. The Board shall make a phone available to the teachers for their professional use. The phone shall be located in the library office, for complete privacy.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in the Association shall occur, the Board shall post such notice of vacancy in each building for five (5) days and give written notice to the Association. If a vacancy occurs when school is not in session, the Board shall mail within five (5) days of the expiration of the posting, notice to each member. The Board may make temporary appointments for such vacancies.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to consider professional background and qualifications of all applicants. The Board recognizes and supports the idea of promotion from within its own teaching staff when consonant with the best interests of the school system. The Board's decision regarding the filling of Administrative vacancies shall be final and not subject to the grievance procedure.
- C. The Board shall classify any position as being administrative or teaching.

ARTICLE VIII

LAYOFF AND RECALL

- A. It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:
1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced or continued.
 2. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified to be employed in the specific position held by the teacher with less seniority. Provided, further, that this procedure shall be subject to the Michigan Teacher's Tenure Act.
 3. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff thirty (30) calendar days in advance of the effective date of the layoff.
- B. "Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teaching load shall count as if the service was at the full teaching load. In the event of ties in seniority, all teachers so affected will participate in a formal drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, time and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- C. A Whittemore-Prescott Education Association bargaining unit seniority list, based on the length of continuous service within this district shall be established. The seniority list shall also contain information regarding the employees' certification. The Association shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object shall be construed as an agreement that the list is accurate.
- D. The certification of a teacher to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and

to notify the Board in writing of any inaccuracies or changes.

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

ARTICLE IX

LEAVES OF ABSENCE

- A. **Medical Leave.** Medical leave (without pay) shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor (in writing). Such leave shall not exceed one year plus the balance of the unfinished year. If the teacher has completed one semester, or more of the year, one increment will be granted.
- B. **Military Leave.** Any regular employee who may enlist during a national emergency or prior to being drafted, or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by complete proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.
- C. **Sabbatical Leave (without pay).** To encourage professional growth, a teacher who has taught three or more years in the system may be granted a leave of absence not to exceed one year for advanced professional training or academic travel, on the recommendation of the Superintendent of Schools, and with approval of the Board. An increment shall be allowed for the year of advanced professional training or academic travel or advancement of the

professional level on the salary schedule.

- D. **Special Leaves.** The Board may grant on request a special leave of absence when appropriate circumstances warrant.
- E. **General Regulations Affecting Leave of Absence**
1. **Leave of Absence - Extension.** A leave of absence may be extended at the discretion of the Board.
 2. **Application for Return.** Application for return from leave of absence shall be filed with the Superintendent of Schools by October 1, if the return is to take place with the beginning of the second semester, and June 1 if the return is to take place with the beginning of the first semester.
 3. **Qualifications for Return**
 - a. **Qualifications.** Competent proof must be given to the Board that the teacher applying for return from leave of absence is competent and qualified to perform the duties of a teaching position for which an application is made.
 - b. **Policy and Intent.** It is the intent and it shall be the policy of the Board to return a teacher on leave of absence to the same position, status and pay, unless circumstances make it impossible to return the teacher to a position of like nature. In addition, a teacher will be granted an increment if not at the maximum step.
- F. **Use of Sick Leave and Personal Business Days**
1. Sick leave may be used for:
 - a. Funeral of a member or members of the immediate family. Up to five days may be used for each bereavement period.
 - b. Care of immediate family until arrangements can be made, but not to exceed five school days for each case. Any additional days are to be approved by the Superintendent.
 - c. Your own illness; after five consecutive days of illness, the Superintendent may require a doctor's statement of condition to return to work.
 - d. Maternity--Maternity sick leave will commence when the teacher and her attending physician determine she is no longer physically able to perform her

duties and shall last after the termination of the pregnancy until such time as in the opinion of her physician she is able to adequately assume her regular teaching duties.

- e. Adoption--a maximum of 35 days.

2. Personal Business Days

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

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

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

No personal business days or sick days shall be charged against a teacher when school is not in session.

ARTICLE X

TEACHER EVALUATION

- A. All formal monitoring or observing the work of a teacher shall be conducted openly and with the full knowledge of the teacher.

- B. The teacher's immediate supervisor shall acquaint the teacher with the observation and evaluative procedures and forms within the first two (2) weeks of the school year. Formal observation shall begin after the second (2nd) week of school for non-tenured teachers and after the fourth (4th) week of school for tenured teachers. The teacher shall be observed and evaluated in his/her major or minor field. If a teacher is not teaching in either his/her major or minor, he/she shall be observed and evaluated in his/her primary teaching assignment.
- C. The teacher's supervisor(s) shall be responsible for the observations and evaluations of the work performance of that teacher. The observations and evaluations of each teacher must be completed and signed by both the teacher and supervisor(s) between the end of the second week of school and April 20 of each year.
1. There shall be two (2) formal observations and one formal evaluation of each non-tenure teacher per year. Each tenured teacher shall be formally evaluated at least once every three years and in accordance with the Tenure Act the evaluation shall be based upon at least two (2) observations. Such evaluations will be completed by the teacher's supervisor(s). Each observation will range in time from a minimum of fifteen (15) minutes to a maximum of a full class period.
 2. A teacher or supervisor may request an additional observation from a different supervisor(s) prior to signing the final observation form. The supervisor(s) shall jointly formulate the evaluation.
 3. The form and process for observations and evaluations will be standardized. A committee made up of teachers and administrators will review the evaluation form and process on a yearly basis.
- D. Any failure to comply with the requirements of the Tenure Act pertaining to teacher evaluation constitutes conclusive and non-rebuttable evidence that the teacher's performance during the period at issue was satisfactory.

ARTICLE XI

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms.
- B. Any case of assault upon a teacher shall be promptly reported by the Principal to the Board or its designated representative. The Board will provide legal counsel for consultation to advise the teacher of his rights and obligations with respect to such assault and shall render

all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- C. Time lost by a teacher in connection with any incident mentioned in Article XI shall not be charged against the teacher.
- D. Any complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the principal.
- E. Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of the principal and Superintendent of Schools. No student's mark may be changed without the consent of the teacher.

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

ARTICLE XII

NEGOTIATIONS PROCEDURES

- A. At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of members in the bargaining unit employed by the Board.
- B. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the membership of the Association, but the parties mutually pledge that the representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke that mediation machinery or the State Labor Mediation Board or take any other lawful measure it may deem appropriate.
- D. Upon the request of either party, representation of the Board and the Association's bargaining committee, or representatives, will meet on the second Thursday of each school year month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, through the Superintendent who will attend the meeting, on or

before Monday prior to the meeting, an agenda covering that which they wish to discuss.

- E. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- F. Should such a meeting result in a mutually acceptable understanding of the agreement, then the language of the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.
- G. The Board agrees to furnish the Association such information as is requested for the intelligent development of proposal on behalf of teachers or for the processing of any grievance or complaint. The Association agrees to furnish such information, if requested, in writing to the Board.
- H. The Superintendent will provide the Association with his proposed agenda to be considered at each public meeting of the Board of Education, along with whatever reports, agenda, and other information which is available at the time. Only matters which by their nature must be kept confidential shall be withheld. This shall normally be restricted to decisions regarding the acquisition of sites or individual employees.
- I. The administration will make every effort to keep the Association informed by using the monthly meetings to discuss anticipated revision of educational, construction, or fiscal problems.
- J. Printed Master Contracts shall be printed and distributed to every teacher at the beginning of the school year.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board may be processed as a grievance hereinafter provided.
 - 2. The "aggrieved person" is the person or persons making the claim.
 - 3. The term "teacher" includes any individual or group who is a member of the

bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

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

C. Structure

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

D. Procedure

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

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

2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participants in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Information and records shall be made available in accordance with Article II, Part D of this Agreement.
6. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
7. Failure of the aggrieved party to comply with the foregoing procedures cancels the grievance.
8. Grievance form on pages 31 and 32.
9. Levels of Procedure
 - a. **Level One.** A teacher with a grievance shall discuss it with his designated supervisor or principal within ten (10) days of the alleged grievance. He can do this individually, or together with his Association Representative.
 - b. **Level Two**
 1. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may within five (5) additional days file the grievance in writing with the Association's PR&R Committee. The Association Representative will assist in writing the grievance.
 2. Within five (5) days after receipt of the grievance the PR&R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher within five (5) additional days may continue to

process his claim without Association support with the Superintendent of Schools. Within ten (10) days after receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

- c. **Level Three.** In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, he may within five (5) additional days refer the grievance through the PR&R Committee, to the Board via the Superintendent of Schools. Within thirty (30) days, or as soon as possible, after receipt of the written referral by the Board, the Board shall render a decision regarding the grievance. The Board may meet with the Association's PR&R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a decision to the grievance problem.
- d. **Level Four.** After complying with Levels One, Two and Three, the aggrieved may *within sixty (60) days*, take whatever action is deemed legal and necessary.
- e. **Rights to Representation.** Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. However, that teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at the adjustment of the grievance.
- f. **Withdrawal of a Grievance.** A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.

WHITTEMORE-PRESCOTT SCHOOL DISTRICT

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

Building Assignment Name of Grievant Date Filed

STEP ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature *Date*

C. Disposition by Principal _____

Signature *Date*

D. Position of Grievant and/or Association _____

Signature *Date*

STEP TWO

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent of Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP THREE

A. Date Received by Board of Education of Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP FOUR

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

REQUEST FOR PERSONAL LEAVE

Turn in to Supervisor at Least One Day in Advance

DATE OF APPLICATION _____

SCHOOL _____

NAME OF APPLICANT _____

DATE REQUESTED _____

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

Employee's Signature

Principal's Signature

Final Disposition _____

Superintendent (or designee)

Date of Approval

*One copy will be returned to: Supervisor
 Employee*

ARTICLE XIV

SCHOOL CALENDAR

A representative from the Whittemore-Prescott Education Association, the Whittemore-Prescott Board of Education and the Whittemore-Prescott Support Staff Association will work cooperatively to develop a calendar for the following year by May 1 of the preceding year. The calendar will reflect the following:

1997-1998	181 days for teachers, of which one (1) shall be used for inservice
1998-1999	183 days for teachers, of which two (2) shall be used for inservice
1999-2000	185 days for teachers, of which three (3) shall be used for inservice

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

ARTICLE XV

This Agreement shall be effective as of January 22, 1998 and shall continue in effect until the 20th day of August, 2000. This Agreement is restricted to the Whittemore-Prescott Association (K-12 general education teachers) and the Board of Education.

EDUCATION ASSOCIATION

By John M. Hoefling
President

By Mary Jane Newwood
Secretary

By David Albin
Chair - Negotiating Team

By Lynn Erickson
Negotiating Committee

By Anne Mervyn
Negotiating Committee

By Kathy Currie
Negotiating Committee

BOARD OF EDUCATION

By William R. Burtis
President

By Russell D. Perrin
Vice President

By William Bellinck
Secretary

By E. Arnold Engsted
Treasurer

By Yvonne Jakulik
Trustee

By Bob Johnson
Trustee

By Sam M. Barry
Trustee

