

PROFESSIONAL AGREEMENT

between

WHITMORE LAKE SCHOOL DISTRICT

and

EDUCATION ASSOCIATION OF WHITMORE LAKE  
WASHTENAW LIVINGSTON EDUCATION ASSOCIATION-M.E.A.-N.E.A.

August 15, 1984 through August 14, 1987

*Whitmore Lake Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
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THIS AGREEMENT is entered into in accordance with Michigan Act 336 of the Public Acts of 1947, as amended by Act 379, Public Acts of 1965, by and between the BOARD OF EDUCATION OF THE WHITMORE LAKE PUBLIC SCHOOLS, Washtenaw and Livingston Counties, State of Michigan, and the EDUCATION ASSOCIATION OF WHITMORE LAKE, WASHTENAW LIVINGSTON EDUCATION ASSOCIATION, M.E.A.-N.E.A.

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WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Whitmore Lake is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession may be qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel and in consideration of the following mutual covenants, it is hereby agreed as follows:

## DEFINITIONS

TEACHER: All persons within the school system who hold a current teaching certificate in accordance with Michigan law, excepting supervisory and administrative personnel.

SUPERVISORY PERSONNEL: A person so designated by the Board of Education who by the terms of the job description has authority to direct the activities of teachers, or to make recommendations for the employment and dismissal of personnel.

BOARD OF EDUCATION: The governing body of the Whitmore Lake Public Schools, Washtenaw and Livingston Counties, State of Michigan.

ASSOCIATION: The Washtenaw Livingston Education Association is the bargaining agent representing the certified and professional personnel (exclusive of supervisory personnel) of the Whitmore Lake Public Schools, as well as other school districts located in the counties of Washtenaw and Livingston.

LOCAL UNIT: The Whitmore Lake Unit of the Washtenaw Livingston Education Association.

PROFESSIONAL CHANNELS: The administrative channels of the school system.

PROFESSIONAL NEGOTIATIONS: This term as used herein shall be synonymous with collective bargaining.

NOTICE: Whenever in this Agreement notice is required it shall be sufficient to present to the other party a written statement addressed to such party stating the matter for which notice is given, the pertinent section of the Agreement under which notice is given and any certification if required. Such notice shall be signed by the President of the Local Unit or the President of the Board of Education as appropriate.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract or on leave. Such representation shall exclude superintendent, assistant superintendents, director of school and community relations, principals, assistant principals, business manager, and any other person engaged fifty percent or more of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.
- B. The Board of Education's statutory responsibility and authority to consider, develop and promulgate policies (education, business, administrative, financial) and rules and regulations for the proper operation of the school system remains unimpaired, provided, no such policy shall violate this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The teachers shall have the right to use the school building facilities in accordance with school policies at reasonable hours for private Association meetings.
- D. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Local Unit shall have the right to use and operate school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Local Unit shall pay for the reasonable cost of all materials and supplies incidental to such use. These are to be used by authorized members qualified in the use of the machines.
- F. Bulletin boards shall be provided in the teacher lounges for the dissemination of Association news and business activities, but such bulletin boards shall not be used to disparage any person or group or contain intemperate or false accusations. Other use of the communication facilities of the school system shall be made available to the Association as long as it does not interfere with normal school use.
- G. The Board of Education agrees to make available to the Local Unit information concerning the financial resources of the district, proposed budgetary requirements and allocations, and such other information as is part of the public records of the school district provided, that the school district shall not be required to undertake any expense to collate or research any data which it would not prepare for its own use.
- H. A representative committee of the Local Unit will be given the opportunity to advise the Board on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are under consideration.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher provided that a teacher shall refrain from exploiting the institutional privileges of his/her professional position to promote political candidates or partisan activities.
- J. The private and personal life of any teacher shall remain inviolate. However, where any teacher engages in any activity that adversely affects the public image of the professional teacher or adversely affects his/her effectiveness as a teacher, the Board may take such action as is appropriate if the Association takes no action with regard to such conduct.

- K. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Local Unit so long as those matters are made known to the Superintendent's office forty-eight hours prior to said regular meeting.
- L. No teacher shall be required to drive a school bus as part of his/her regular assignment.
- M. A teacher shall have the right to review the contents of his/her personnel file. However, communications received by the school as pre-employment recommendations or evaluations and designated as confidential by the issuing person or agency need not be disclosed to the teacher. A teacher shall be advised of any material of a critical or unfavorable nature at the time such material is placed in his/her personnel file.
- N. All complaints directed against a teacher shall be promptly called to the teacher's attention. The complaining party shall be identified by the administrative supervisor in order that the teacher might clear him/herself of the charges against him/her.
- O. No teacher shall be required to submit to a polygraph or lie detector test. This shall not prevent a teacher from voluntarily requesting such a test.
- P. All monitoring or observation of the work performance of a teacher shall be done with the full knowledge of the teacher.
- Q. The secretary of the Local Unit shall be notified in writing as soon as possible after the hiring of a new teacher of said teacher's name, address, phone number, and position.
- R. The Local Unit will notify the superintendent's office of the names of the officers of the Local Unit as soon after the annual election as possible, or whenever a change in officer is made.
- S. Recommendations by administrative supervisors shall be limited to direct observation of that teacher's performance, and shall not be based on hearsay evidence or rumor.
- T. No teacher shall be disciplined or deprived of compensation without just cause.



ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year-to-year unless revoked in writing between June 1, and September 1, of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs upon the request of the teacher.
- C. Agency Shop: Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA, and MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided on page 5. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board and the Association shall jointly notify said teacher of the termination of employment at the end of the current school year. 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. Upon failure to comply, the Board and Association shall jointly notify said teacher by December 1, and March 1, at which time the fee must be 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 at least fifteen (15) days prior to March 1. 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. Filing of said charges shall be done between February 1, and March 1.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges and to the extent that said teacher is protected by the provisions of the Michigan Tenure 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.
  4. A Teacher employed the second semester will pay one-half of the dues as prescribed by the Local Unit, Association, MEA, NEA. Pursuant to the procedure outlined above in paragraph C, said teacher will be so notified upon employment and again by February 15. If the teacher does not comply with the Agency Shop provision by March 1, the EAWL/WLEA will proceed under paragraph C-2 above with such notification to the Board of Education.
  5. A teacher employed after March 1 will not be affected by the Agency Shop clause for the remainder of the school year.
  6. All sums deducted by the Board will be remitted as prescribed by the Master Agreement with respect to membership dues.
- D. Indemnity Agreement: In consideration of the Whitmore Lake Public Schools through its Board of Education agreeing to a clause in the Master Contract between the teachers in the employ of the Whitmore Lake Public Schools as represented by the Association, a chapter of the Michigan Education Association and the Washtenaw Livingston Education Association whereby each teacher in the employ of the Whitmore Lake Public Schools as a condition of employment must pay a fee to the Association equal to membership dues whether or not the teacher is a member of said Association (known as the Agency Shop clause) the Association and its members as said Association may from time-to-time be constituted will:

At all times indemnify and keep indemnified the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively, and hold and save them harmless from and against any and all actions or causes of action (whether instituted in a court of Law or Equity of an Administrative Agency), claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature including counsel or attorney's fees, which the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively shall or may at any time sustain or incur by reason or in consequence of any action the Whitmore Lake Public Schools through its Board of Education may take in good faith in complying with said Agency Shop Clause or which the Whitmore Lake Public Schools, its Board of Education and the members thereof individually and collectively may sustain or incur in connection with any challenge, investigation, litigation, or other expenditures incident to said Agency Shop Clause, including any suit instituted to enforce the obligations of this agreement of indemnity, and the Education Association of Whitmore Lake and its members as said Association may from time-to-time be constituted will pay all sums of money, with interest, which the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively shall pay, or cause to be paid, or become liable to pay, on account of or in connection with such Agency

Shop Clauses or actions of the Whitmore Lake Public Schools in complying with its terms. The Association and members of said Association as may from time-to-time be constituted will make such payments to or on behalf of the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively shall be entitled to charge for any and all disbursements in and about matters herein contemplated made by them in good faith, under the belief that they are or were liable for the amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed.

In complying with this agreement of indemnity the Association shall have the right to assume the legal defense of any suit or action brought against the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively; the right to decide whether or not to defend any such actions, or whether to appeal the decision of any court or tribunal; the right to choose the legal counsel to defend any such suit or action and the right to compromise or settle any claim made against the Whitmore lake Public Schools, its Board of Education and its members individually and collectively; provided that at all times the Whitmore Lake Public Schools, its Board of Education and its members individually and collectively shall be held absolutely harmless of any loss or liability whatsoever.

#### ARTICLE IV

##### TEACHING HOURS AND CLASS LOAD

- A. Teachers' hours shall be no more than seven (7) hours per day.
- B. It shall be considered a part of the duties for which a teacher is compensated to make him/herself reasonably available for teacher-parent conferences and teacher-student conferences when such conferences are deemed professionally advisable to fulfill his/her responsibilities as a teacher.
- C. Teachers may be required to attend one staff meeting per week. But no teacher shall be required to attend any staff meeting longer than 60 minutes past the end of the school day, with one 30 minute extension.
- D. Teachers shall not be required to report more than two working days prior to the first attendance day of the school year or to remain more than two working days after the last attendance day; provided, that any teacher who has not completed the required end-of-year work shall remain such additional time as necessary to complete such work.

- E. The normal weekly teaching load in grades 7-12 will be no more than 30 teaching periods and 5 preparation periods. The normal weekly teaching load in the elementary schools will not be more than 30 teaching hours and 5 preparation periods. Variations in the above may be permitted to meet the requirements of the educational process so long as the teaching load remains relatively unchanged. In the event a teacher is employed for less than 30 teaching periods or hours said teacher shall be allotted preparation time prorated on a scale equivalent to that of a normal weekly teaching load.
- F. Whenever grievance hearings or negotiation meetings are held during regular school hours, any teacher who is required to attend such hearing or meeting as a grievant, witness or Local Unit representative, shall be paid his/her regular salary for such period. Otherwise the Local Unit shall bear the cost of its personnel while on Association business. Nothing herein contained shall indicate that such hearings or meetings are required to be held during regular school days.
- G. Whenever any teacher is unable to report for any reason, the teacher shall give the school district the maximum advance notice the circumstances dictate.
- E. All teachers shall be entitled to a duty-free lunch period of not less than 30 minutes.

#### ARTICLE V

##### TEACHING CONDITIONS

The parties recognize that the optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Board and the Association desire to arrange the teaching load of the teacher so that the teacher may operate with optimum effectiveness as a teacher. Whenever the teacher-pupil ratio departs in any marked degree from the standards generally recognized in the profession as proper for effective teaching, the Local Unit and the Board shall hold such conferences as may be necessary to effect a satisfactory solution. If a satisfactory solution is not reached within 30 days, the Association may reopen negotiations, as to this matter only, by appropriate notice to the Board; provided the Association certifies to the Board that a majority of the personnel covered by this Agreement desire such action.
- B. Assignment of Handicapped Students: Assignment of students to their classes is best accomplished by the building principal. Each assignment is guided by those considerations regarded to be most beneficial to the student's academic pursuits. In the case of eligible special education students, the prime consideration shall be the student's Individual Educational Plan (IEP).

At grades K-6, the principal, after consultation with appropriate special education teacher(s), shall assign eligible Emotionally Impaired, Learning Disabled, Educable Mentally Impaired, and Visually Impaired pupils to their classes on an equal distribution basis prior to the beginning of the school year. If the teachers at a given K-6 grade level reach consensus that a different plan might achieve a more equitable distribution, then a proposal reflecting that plan may be submitted to the principal within seven (7) working days after the beginning of the school year, for resolution by the principal within eight (8) working days.

At grades 7-12, it is recognized that the ability to assign special education students is limited by the available sections of appropriate classes selected as part of the IEP. However, the teachers in a given subject area may if they are able to reach consensus as to what they believe might be a better assignment plan for a special education student, submit a revised scheduling plan to the principal within seven (7) working days after the beginning of each semester, for resolution by the principal within eight (8) working days. If it is necessary to reconvene the IEPC in order to make needed changes in the IEP to resolve the teacher proposed plan, a meeting of the IEPC shall be convened by the principal. Final resolution of the teacher proposed plan shall be achieved by no later than fifteen (15) working days after the beginning of each semester.

If at any time the enrollment in any class shall exceed the number of work stations available for concurrent use consistent with reasonable teaching procedures, the teacher has the right to protest and work out a reasonable adjustment with the administration.

- D. The Local Unit may at any time present to the Board (through professional channels) proposals for improving the educational environment of the school system. Such a proposal or proposals may be simply a statement identifying a problem and requesting a conference; or it may be a specific proposal to improve the educational curriculum or educational facilities. The proposal as finalized through Local Unit-administration conferences shall be presented in writing to the Board. The Board, if requested by the Local Unit, shall set aside adequate time at a board meeting or other appropriate time to discuss the proposal with the Local Unit. The Board shall reply to the proposal, in writing, stating its action thereon and the reasons therefore.
- E. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities.
- F. Teachers shall have restrooms and lavatory facilities reserved for faculty use and faculty lounges in which smoking is permitted.
- G. Telephone facilities shall be made available in the teachers' lounges for teachers' reasonable use. Personal long distance calls made by staff members without administration approval will be billed to the person making the call at three times the billed cost.

- H. Adequate off-street paved parking facilities shall be provided and properly maintained and identified for teacher use. Teachers shall park their vehicles in the spaces assigned to visitors and faculty, unless other arrangements are made with the administration.
- I. In the event of severe inclement weather or when otherwise prevented by an act of God, or when the building is closed for operational reasons, nothing in this agreement shall require the Board to keep schools open. When schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

## ARTICLE VI

### LEAVES OF ABSENCE

#### A. PAID LEAVES

##### 1. ILLNESS OR DISABILITY

- (a) At the beginning of each school year each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each school year setting forth the total of sick leave credit for each teacher. Part-time employees shall be credited sick days as follows:

0-1/2 time	5 days
More than 1/2 time	10 days
- (b) Leaves of absence deductible from sick leave credits shall be as follows:
  - a. Personal illness of the teacher and/or for a critical illness in the household of the teacher.
  - b. Pregnancy of the teacher.
- (c) Any teacher who is on leave because of an injury or disease compensable under the Michigan Workers' Compensation law shall receive his/her regular salary less the compensation paid to him/her under the Workers' Compensation law for the period covered under the Workers' Compensation law up to a maximum of eighteen (18) months. Any required leave beyond such period shall be without pay. No deductions from leave accumulations shall be made for any payments under this paragraph.

2. BEREAVEMENT

(a) Leaves of absence without loss of pay or leave credits shall be granted as follows:

- a. A maximum of two (2) working days with a three (3) day extension, with the approval of the superintendent, for attendance at the funeral of a member of the family or other person where approval is granted by the Superintendent.
- b. A maximum of five (5) working days with a five (5) day extension, with the approval of the superintendent, for a death in the immediate family.

3. PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

(a) At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least two days in advance. In cases of emergency, notification must be given prior to 8:00 A.M. of the day of the absence. The teacher may not use a personal leave day two (2) days immediately before or after a holiday or vacation period, or during the first or last week of school except in case of a certified emergency. In cases of emergency a statement of purpose may be requested by the Superintendent. At the end of the school year, any unused personal business days shall become part of the accumulated sick leave. This subsection is subject to Civil Rights Order 15417-EM of September 22, 1976. Part-time teachers shall be credited with personal business days as follows:

0-1/2 time	1 day
More than 1/2 time	2 days

- (b) A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- (c) At the beginning of every school year, the Local Unit shall be credited with four (4) days to be used by teachers who are officers or agents of the Local Unit, such use to be at the discretion of the Local Unit. The Local Unit agrees to notify the Board no less than forty-eight (48) hours before the date for intended use of said leave. Remuneration shall consist of making provision for a substitute and the payment of regular salary to the teacher or teachers using the leave days.

#### 4. COMMUNICABLE DISEASES

A bargaining unit member absent from work because of mumps, scarlet fever, measles, German measles, scabies, pink eye or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

#### B. UNPAID LEAVES

##### 1. ILLNESS/DISABILITY

A teacher who is unable to teach because of personal illness, disability or pregnancy and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the current school year, and the leave may be renewed for one year upon written request by the teacher. Such request must be made by June 30. The teacher, upon returning to the school system, will be placed on the next succeeding step on the salary schedule.

##### 2. SABBATICAL LEAVE

Teachers who have been employed in the Whitmore Lake School system for six (6) or more years may apply for a year's Sabbatical Leave without pay. The employer agrees to provide the health insurance benefits provided for by this agreement for the duration of the sabbatical leave. A teacher may apply for a part-time employment position if available. A teacher on full or part-time sabbatical leave shall receive full reimbursement for college or university classes as outlined in Article VIII, Professional Improvement of this Master Agreement.

##### 3. ASSOCIATION LEAVE

The Board shall grant a full time leave of absence to any teacher elected to a position in the WLEA or MEA for the length of time required to meet the duties of that elected position. During this leave of absence, the teacher will accrue seniority. Said teacher, upon returning to the Whitmore Lake School District, shall be placed on the salary schedule as if he/she had been teaching in the district during the time he/she served in the WLEA or MEA elected position. The employer shall allow said teacher to continue all fringe benefits provided for in this agreement, with the understanding that the employer is not responsible for paying the premium during the time said teacher serves in said elected position.

##### 4. OTHER LEAVES

Leaves of absence without pay shall be granted for the following purposes under the policies of the Board of Education and provisions of this contract:

- a. Association activities
- b. Professional study
- c. Service in the Peace Corps
- d. Military duty in the armed forces of the U.S.A.
- e. Campaign for or service in public office.



5 CHILD CARE

A leave of absence without pay for one year following the birth or adoption of the teacher's child, may be granted upon application to the Board with the following conditions:

- a. The leave is without pay or increment.
- b. When the person plans to return or resign, he/she must notify the central office at least sixty (60) days prior to the semester of return or resignation.

C. UNAUTHORIZED LEAVES

Any teacher who, during any school term, takes any unauthorized leave of absence, or departs the school system or resigns without first securing the approval of the Board of Education shall have deducted from any monies owed him/her the cost of securing a substitute teacher for up to twenty (20) school days. A teacher may leave the system at the close of any school term without incurring any such liability.

D. UNUSED SICK LEAVE PAY

Upon leaving the Whitmore Lake School system, any teacher with three or more years of service in the Whitmore Lake School system will receive Fifteen (\$15) dollars payment for each unused sick day accumulated. This amount shall be paid to the teacher's designated beneficiary if the teacher dies while in the employ of the Board. Effective July 1, 1984, if the reason for leaving the Whitmore Lake School District is the retirement or death of the teacher the payment shall be Twenty-five (\$25.00) dollars per day for each day of unused accumulated sick leave.

E. SICK LEAVE BANK

1. Commencing with the 1982-83 school year, a sick leave bank shall be created. The Board shall contribute one (1) day leave per teacher per year and these contributions shall not accumulate from year to year. The teachers shall contribute one (1) day per teacher for the 1982-83 school year and these days shall carry over into the next year. When the sick leave bank is exhausted then the teachers will again contribute one day per teacher. However, no teacher shall contribute more than one day per year.
2. Teachers who have been absent from work because of certifiable debilitating illness or injury may draw upon the bank up to a total of ninety (90) days or exhaustion of the sick bank, whichever is less. These conditions must be fulfilled prior to drawing on the sick leave bank:

- a. The teacher must have been absent for 30 consecutive work days;
- b. The teacher must have exhausted his/her own leave accumulation;
- c. The teacher must provide reasonable medical documentation of his/her debilitating illness or injury;
- d. The teacher shall have two (2) years seniority in the district;
- e. The sick bank shall be prorated in accordance with Article XI, F. for a part time teacher.

## ARTICLE VII

### PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The school district shall be entitled to the full-time professional services of each teacher and no teacher shall engage in outside employment that will impair the effectiveness of his/her professional service or permit any commercial exploitation of his/her professional position.
- C. Whenever the Board of Education modifies a present school policy, rule or regulation or adds a new policy, rule or regulation that affects certificated personnel covered under this agreement, a draft of the proposed policy shall be submitted to the Local Unit for its consideration and comment. Any such comment shall be submitted to the Board of Education within ten (10) days after the draft is received. If the policy as finally enacted does not meet with the approval of the Local Unit, the Association may reopen professional negotiations as to this matter only by appropriate notice to the School Board, provided the Association certifies to the School Board that a majority of the personnel covered under this agreement desire such action.
- D. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Local Unit shall accept the responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

- E. An administrator (supervisor) who finds the services of a teacher to be unsatisfactory will hold a personal conference with the individual and discuss the problem and suggest possible solutions. The individual will be given an opportunity to rectify the deficiencies. Whenever the conference between the teacher and the supervisor reaches the stage that discipline or reprimand is imminent or contemplated, the teacher involved shall be permitted to have present a third party of his choice and/or to make an electronic transcription of the entire conference.

## ARTICLE VIII

### PROFESSIONAL IMPROVEMENT

- A. The Board of Education shall reimburse teachers in the employment of the Whitmore Lake Public Schools for tuition costs as follows:
1. The college or university level courses must be taken either as part of a program for which an advanced degree is sought or in fulfillment of the requirements of this article, and must include four credit hours that are directly applicable to the teacher's present or projected teaching assignment. Transfer from the Baccalaureate level to the Master's level, or the current highest degree to the next degree, will be held up pending completion of the above requirements. The above credit and salary restrictions shall not be in force until June 30, 1972 and shall apply to teachers who received their advanced degrees prior to June 30, 1972. If the teacher already has an advanced degree, reimbursement will be made for classes taken on a program for a next degree or for courses directly applicable to the teacher's present or projected teaching assignments. Teachers who are employed with advanced degrees must fulfill the requirements of this article before being placed on the advanced degree schedule.
  2. The hours of credit received must be beyond the minimum required for certification under appropriate Michigan law.
  3. The teacher desiring reimbursement shall notify the office of the Superintendent in writing prior to enrolling for any courses for which reimbursement will be claimed.
  4. The request for reimbursement will be made on forms supplied by the School District and be accompanied by appropriate authentication that the cost has been incurred, the course completed, and credit given.
  5. As a condition of receiving such reimbursement the teacher shall agree that he/she shall teach in the Whitmore Lake Public Schools for one school year after completion of the course for which reimbursement is sought. If the teacher does not complete one full year, the school district shall deduct a sum equal to the reimbursement from the final salary payment made to the teacher at the time of termination.

6. Reimbursement will be made in September of each year.
  7. The teacher shall be advanced to the Masters Schedule the semester immediately following the semester in which he/she earns a Masters Degree.
- B. The Board agrees to provide the necessary funds for teachers who desire to attend selected professional conferences with prior approval of the Superintendent. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

#### ARTICLE IX

##### ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- B. The Board reserves the right to make such transfers and changes in grade and class assignment as are necessary to meet load conditions, instructional requirements and the efficient operation of the school system. However, the school district shall make every effort to effect such adjustments by honoring requests for transfer and mutually satisfactory reassignments. When such reassignments are known, the teachers involved will be advised prior to June 1st.
- C. The discharge or demotion of a teacher shall be made according to provisions of the Michigan Teacher's Tenure Act.
- D. Any teacher employed in any capacity other than a classroom teacher shall not be deemed to be granted continuing tenure in such capacity but shall have continuing tenure as a classroom teacher only.
- E. Dismissal of probationary teachers will be subject to the Tenure Act.
- F. The Board of Education, at its own expense, may require a yearly medical examination as a condition of employment. The Board, at its own expense, may require a medical examination of a teacher whenever, in the opinion of the Board, such examination is warranted.
- G. VACANCIES
  1. Whenever any vacancy including athletics, plays, etc., in a professional position arises by virtue of a newly created position, discharge for cause, death, leave or resignation during the school year, notice of such vacancy is to be posted in the daily bulletin for three (3) consecutive days and posted in the High School and Spencer Teachers' Lounges for at least five (5) days. During the summer months the Association shall be notified by mail at least five (5) days prior to filling the vacancy. Teachers who receive paychecks during the summer months shall be notified of such vacancies with the mailing of the next paycheck.

2. The principals shall include in their first faculty meeting the request that teachers who are interested in changes of positions shall notify their principal so a list of requests will be developed.
3. The teachers are to assume a responsibility to make known to their principals any desired changes in classroom and extra-curricular duties.
4. Nothing in this agreement requires the Board to post any notice of a vacancy when there is a certified and qualified teacher on lay-off who is to be recalled to said vacancy.

## ARTICLE X

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Teachers involved in voluntary extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.
- C. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty (20) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

## ARTICLE XI

### INSURANCE BENEFITS

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. Group Life Insurance: As compensation the Board of Education shall, in addition to the monetary rewards of Schedule A, provide and pay for Group Life Insurance for all teachers as follows:
  1. The policy shall be MESSA Term Life Insurance.
  2. All teachers in the employment of the School District on September 1st and February 1st of each year shall be covered.
  3. The benefits under the policy shall be calculated on an annual basis.
  4. The life insurance benefits to each teacher shall be pro-rata that amount that an annual premium of \$1,500 will provide, which shall constitute the total obligation of the Board of Education.

5. Any dividend earned under the policy due to good loss record shall be used to increase the benefits payable to each teacher the next year.
  6. Teachers covered under the basic group life plan may elect at their own expense to purchase additional life insurance under the plan, subject to any terms and conditions imposed by the Insurance Company. The premiums for the additional insurance are to be based on 75% of the eligible teachers applying for it.
- B. Dependent Life Coverage: Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available at the employee's expense on an optional basis.
- C. Blue Cross-Blue Shield Protection:
1. Policy Type and Coverage: The Board shall provide without cost to the employee Blue Cross MVF-I plus riders; Master Medical IV, \$2 Prescription Drug, ML, IMB-OB, VST, FC option. Further, the Board shall provide the option of MESSA Super Med II to those teachers who wish to pay the difference in cost in the event that the MESSA premium exceeds the Blue Cross premium. However, in the event that Blue Cross premiums exceed MESSA premiums, the district shall not be required to reimburse the teacher.
  2. Eligibility: All teachers who are on a yearly contract.
  3. Application: Each teacher desiring such a coverage shall prepare and sign an application on forms provided by the School District (and as necessary the Insurance carrier).
  4. Dependents: Such coverages as are available under the Master Policy may be extended to dependents of eligible teachers as follows:
    - (a) If the teacher has completed one (1) year of service with the School District, beginning with the second contract year, the teacher may, upon application to the School District have his/her dependents covered under the policy and the School District shall pay the premium therefor.
    - (b) If the teacher has not completed one (1) year of service with the School District, the teacher may elect to extend his/her coverage to include his/her dependents at his/her own cost by signing an application and a payroll deduction form.
  5. Teachers not electing health insurance shall be eligible to receive a Board paid additional \$10,000 AD&D life insurance policy, subject to the terms and conditions of the underwriter.

- D. Dental Program:  
The Board shall provide the MESSA Dental Care program for all employees of the bargaining unit and their dependents, Plan A with orthodontic rider 005, including internal and external coordination of benefits.
- E. Extension of Coverage:  
The Board shall make payment of health and dental insurance premiums for all persons who complete their contractual obligation unless prevented by a medical disability not covered by Workers' Compensation, to assure insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30, even though the teacher may not be returning the next school year.
- F. Part-time employees shall be eligible for all fringe benefits as outlined in the Master Agreement, prorated according to the following schedule:
 

0 - 1/2 time	1/2 benefits
more than 1/2 time	full benefits

## ARTICLE XII

### REDUCTION OF PERSONNEL

- A. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. SENIORITY
  - 1. The term seniority as hereinafter used shall be the length of continuous service with the Whitmore Lake Public Schools Board of Education.
  - 2. Effective August 15, 1986 non-unit employees of the Board of Education shall cease to accrue seniority in the teacher bargaining unit. Accrued seniority shall be credited at the level the non-unit employee accrued prior to August 16, 1986.
  - 3. Part time teachers shall accrue full time seniority.
- C. LAYOFF
  - 1. Prior to layoff the Board of Education shall prepare a seniority list and transmit a copy of the same to the Local Unit.
  - 2. In the case of layoffs involving two or more teachers whose seniority commenced on the same day and whose qualifications are equal, a lottery procedure shall be used to determine which teachers shall remain in the employ of the district.
- D. REDUCTION OF PERSONNEL-LAYOFF:
  - 1. The parties hereto realizing that education, curriculum, and staff to a large degree depend upon the finances available to the Board of Education as provided by the public and the State of Michigan, reduction in student enrollment, curriculum changes and teachers returning from leaves of absence, and in accordance with this realization understand that in some instances it may be necessary to reduce the educational program, curriculum, and staff, hereby agree as follows:

2. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when necessary.
3. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - a. Probationary employees regardless of seniority will be laid off first where any tenure teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - b. Layoff of teachers will be promulgated by first retaining those teachers possessing current teacher certificates with the longest period of continuous service in the school district who are qualified and certified to teach in those areas or disciplines to be preserved. It is expressly understood that the Local Unit shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Local Unit shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

E. RECALL

1. The recall list shall be maintained by the Board. Teachers shall be recalled in order of seniority for positions opening for which they are certified and qualified.
2. A teacher shall remain on the recall list for two school years following the school year in which he/she was laid off. Thereafter, a teacher shall lose his/her right to recall.

F. NOTICE OF LAYOFF

Notice of layoff, due to reasons cited under Section D of this Article (XII), shall be given in writing to teachers no later than ten (10) working days prior to date of termination.

G. For purposes of this Article "Qualified" shall mean:

- |            |  |
|------------|--|
| Grades K-6 | <ol style="list-style-type: none"> <li>1. K-8 certification or certificate endorsement, and</li> <li>2. successful teaching experience at the grades K-8 level.</li> </ol> |
|------------|--|

Elementary Special Subjects

1. K-8 certification or certificate endorsement, certificate endorsement in the specific area, or
2. K-8 certification or certificate endorsement, and a major, minor or the equivalent hours in the specific area, and successful teaching experience in the area.



- |             |  |
|-------------|--|
| Grades 6-8  | <ol style="list-style-type: none"> <li>1. K-8, 6-12, 7-12, or K-9 certification or certificate endorsement and a major, minor, or the equivalent hours in the teaching area, or</li> <li>2. Certification as above and one (1) year of successful teaching experience during the past five (5) years in the discipline.</li> </ol> |
| Grades 9-12 | <ol style="list-style-type: none"> <li>1. 9-12 certification or certificate endorsement and a major, minor, or the equivalent hours, or</li> <li>2. Certification in the discipline and one (1) year of successful teaching in the discipline during the past five (5) years.</li> </ol>   |

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. When any teacher is assaulted by a student while in the performance of his/her professional duties and operating within the policies, rules, and regulations of the Board, the Board shall, upon request, provide legal counsel to advise the teacher of his/her rights and to defend the teacher in any action before law enforcement and judicial authorities.
- B. Whenever any teacher is complained against or sued in any action arising out of the carrying out or enforcement of school policies, rules, or regulations, the Board shall provide legal counsel to defend such teacher.
- C. Teachers shall exercise a standard of care appropriate to the situation to protect the safety of students and property. However, when acting within school policy, rules, and regulations, a teacher shall be held harmless from liability for damage or loss to person or property.
- D. Time lost by a teacher in connection with any incident in this Article shall not be charged against the teacher.
- E. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. The teacher shall be informed of who filed the complaint. If any question of breach of professional ethics is involved, the Local Unit shall be notified.

## ARTICLE XIV

### GRIEVANCES

1. A claim by a teacher or the Local Unit 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 as hereinafter provided.
2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy, discharge, and/or demotion.
3. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the principal (level one). The teacher may be accompanied by a Local Unit representative.
4. The grievance must be filed within fifteen (15) calendar days of the alleged violation, misinterpretation, or misapplication of the contract.
5. If, as a result of the level one informal discussion, the teacher determines a grievance still exists, he/she may invoke the formal grievance procedure through the Local Unit Grievance Committee on the grievance form. This form is to be filed with the building principal within ten (10) calendar days of the conference.
6. Grievances involving more than one principal's area of responsibility may be filed with the Superintendent or his/her designee.
7. Within five (5) school days of receipt of the grievance, the principal shall meet with the Local Unit Grievance Committee and the grievant in an effort to resolve the grievance.
8. Within five (5) school days after the above meeting (Item 7) the principal shall indicate his/her disposition of the grievance in writing and shall furnish a copy to the grievant, the Superintendent, and the Local Unit.
9. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days after the meeting (Item 7), or ten (10) school days from the date of filing, whichever is later, the grievance shall be transmitted to the Superintendent with the endorsement thereon of the approval or disapproval of the Local Unit.
10. Within five (5) school days the Superintendent or his/her designee shall meet with the grievant and the Local Unit Grievance Committee.
11. Within five (5) school days after this meeting (Item 10) the Superintendent shall indicate his/her disposition of the grievance in writing and shall file a copy with the grievant, the Local Unit, and place a copy on file in his/her office.

12. If the disposition is unsatisfactory to the grievant and/or the Local Unit Grievance Committee, the grievance may be forwarded within five (5) school days to the Grievance Committee composed of not more than three members of the Board of Education. Within twenty-one (21) calendar days after the date of filing, this committee shall conduct a hearing with the grievant, the Local Unit Grievance Committee, the building principal, and the Superintendent. If the grievance involves a financial settlement, it will be considered by the full Board before final disposition.
13. Within fourteen (14) calendar days after said hearing the Board Committee shall indicate in writing its disposition of the grievance. A copy shall be forwarded to the grievant, the Local Unit Grievance Committee, and the Superintendent for permanent filing.
14. If the Association Grievance Committee is not satisfied with the disposition, within five (5) days, it, not the grievant, may refer the grievance to the American Arbitration Association, in writing, and request an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the AAA in accordance with its rules, except each party shall have the right to preemptorily strike not more than three from the list of arbitrators.
15. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
16. No hearing officer or any neutral appointee shall have any power to alter, add to, or subtract from the terms of this Agreement.
17. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
18. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
19. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for legal representation. (See Article IV-F).
20. Should the grievant, local Unit and/or Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should either party fail to meet the time limits specified, the grievance shall move automatically to the next step in the Grievance Procedure.
21. The Local Unit shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
22. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Local Unit representative are to be at their assigned duty stations.

23. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
24. Arbitration awards of grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
25. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
26. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

#### ARTICLE XV

##### NEGOTIATION PROCEDURES

- A. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.
- B. Negotiation procedures shall be determined at the first negotiating meeting of the year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. There shall be three signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

#### ARTICLE XVI

##### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may not be altered, changed, added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- B. All teachers covered under this Agreement who participated in the production of tapes, publications or other produced educational materials shall retain residual rights should they be copywritten or sold by the District.

- C. Copies of this Agreement entitled "Professional Agreement between the Whitmore Lake School District and the Education Association of Whitmore Lake, Washtenaw Livingston Education Association, M.E.A.-N.E.A." shall be printed at the expense of the Board within 30 days after the agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish 20 copies of the Master Agreement to the Local Unit for its use.
- D. If any provision of this Agreement shall be found contrary to law, then the Agreement is hereby amended to conform to such law, but all the other provisions shall continue in full force and effect.

## ARTICLE XVII

### TEACHER EVALUATION - STATEMENT OF PURPOSE

The evaluation of probationary and tenure teachers is an administrative responsibility that is continuous and operative at all times. The process is concerned with the professional behavior and competence of the teaching staff. It is an interpretation of personal observation of a given teacher in and outside the classroom and judgmental appraisal of that teacher in terms of the philosophy and standards of the Whitmore Lake School System and community.

The administrative responsibility in teacher evaluation requires a dual objective in an effort to train better teachers:

- A. Improvement of instruction.
- B. School and community acceptance of each member of the teaching staff.

This goal is achieved by the combined efforts of the Board of Education, the administrative team, and the teaching staff. Each area has its own responsibilities and methods of attaining this objective.

The Board of Education through its policies and philosophies and its interpretation of these guidelines, notes the effectiveness of individual teachers in the community. These observations feed back to the administrative team.

The administrative personnel (Building Principals) assist in developing and carrying out the formalized teacher evaluation process. Both the principal and the teacher are to sign the evaluation form to certify that it has been reviewed by both parties. The teacher's signature does not denote agreement with the evaluation, but rather indicates that it has been read and discussed. A teacher in strong disagreement with the evaluation may submit a rebuttal statement within five (5) days after the teacher-principal conference. The rebuttal statement will then be attached to the evaluation form for review by the Superintendent and the Board of Education

The teaching staff, through group and individual activities of an informal nature, association and departmental programs, and frequent contact with teachers, further aids in the adjustment of new and veteran teachers to their responsibilities.

The reflection of these forces through the Building Principal establishes the basis of administrative recommendation for continued teacher employment and tenure status in the Whitmore Lake School System.

The Board of Education annually considers the personnel recommendations of the administration and decides on the continued employment of each teacher in the school district.

### THE EVALUATIVE PROCESS

Preparatory to the evaluation of teachers in the Whitmore Lake Schools each school year, the following deadlines and procedures will be observed:

Part I Evaluation Deadlines for Building Principals:

- A. First formal Evaluation - (Period of October and November)  
Date Due - Last Friday in November
- B. Second and Final Evaluation - (Period of January and February) Date Due - Last Friday in February
- C. Board of Education action on administrative recommendations  
Date Due - Regular Board meeting in March
- D. Teacher Notification of Probationary/Tenure Status  
Date Due - as soon after the March Board meeting as possible.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 1984, and shall continue in effect until the 14th day of August, 1987. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. By the mutual consent of the Board of Education and the Association, the Agreement may be reopened on any article contained herein at any time during the duration of said Agreement.

WASHTENAW LIVINGSTON  
EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Vice-President

By \_\_\_\_\_  
Its Vice President

By \_\_\_\_\_  
Local Unit Director or President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairperson, Negotiating Committee

By \_\_\_\_\_  
Its Treasurer

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Its Trustee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Its Trustee

APPENDIX A

SALARY SCHEDULE

A. The 1984-85 Salary Schedule is computed by applying a 5% factor to each step of the 1983-84 schedule.

The 1985-86 Salary Schedule is computed by applying a 5% factor to each step of the 1984-85 schedule.

The 1986-87 Salary Schedule is computed by applying a 5% factor to each step of the 1985-86 schedule.

<u>Step</u>	<u>1984-85</u>	
	<u>BA</u>	<u>MA</u>
1	\$14,587	\$15,659
2	15,637	16,552
3	16,540	17,746
4	17,270	18,531
5	18,040	19,353
6	18,861	20,210
7	19,592	21,108
8	20,584	22,043
9	21,507	23,024
10	22,465	24,048
11	24,355	25,946



1985-86

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$15,316	\$16,442
2	16,419	17,380
3	17,367	18,633
4	18,134	19,458
5	18,942	20,321
6	19,804	21,221
7	20,572	22,163
8	21,613	23,145
9	22,582	24,175
10	23,588	25,250
11	25,573	27,243

1986-87

1	\$16,082	\$17,264
2	17,240	18,249
3	18,235	19,565
4	19,041	20,431
5	19,889	21,337
6	20,794	22,282
7	21,601	23,271
8	22,694	24,302
9	23,711	25,384
10	24,767	26,513
11	26,852	28,605

B. Experience Steps

1. A teacher will advance one step with each year of experience in the system.
2. New teachers may receive one full step credit for every year's experience outside of the school system unlimited up to the 11th step.
3. One-half increment is added for each full six months of active military duty up to three years provided an honorable discharge was received upon separation from active military duty (6 months-half increment; 12 months-full step; 18 months-1½ increment, etc.)
4. Practical steps in one-half increments are granted for each 90 days of teaching experience outside the school system. This experience may include regular, substitute and Peace Corps teaching, provided a valid provisional or permanent teaching certificate was held prior to Peace Corps duty, but excludes summer school, Federal title programs, military or other type of instruction that is not similar in nature to regular school teaching.

C. Additional pay for certified Vocational Instructors: Any instructor who is certified by the Michigan Department of Education as a vocational instructor shall be credited with 25 percent of the increment between his/her salary step and the next higher step if his/her teaching assignment is 1-3 classes that are vocationally reimbursed. If the teaching assignment is 4-6 classes that are vocationally reimbursed, he/she will be credited with 50 percent of the increment of his/her salary step and the next higher salary step. At the top step the instructor will receive the percentage of the increment between the top two steps. (ACCEPTED BY E.A.W.L. UNDER PROTEST.)

D. Additional Pay for Additional Credits

1. All teachers who were employed by the Whitmore Lake Public Schools during and before the 1964-65 school year, and who had received additional pay for additional credits, or, who had additional hours credited on their contracts for the 1965-66 school year prior to June 30, 1965, are to continue to receive such pay at the rate of Ten (\$10.00) dollars per semester hour for the hours they had previously been given credit. Any further hours for which they wish to receive credit and pay must be for the 11th hour on and must be governed by the requirements as listed below.
2. Starting with the 1965-66 school year all teachers not covered by Item A who received their provisional certificate prior to July 1, 1970, will receive Ten (\$10.00) dollars per semester hour for continuing their professional training starting with the 11th hour.
3. Teachers who received their provisional certificate after July 1, 1970, will receive Ten (\$10.00) dollars per semester hour for continuing their professional training beyond the 18th hour.

E. General Requirements

1. The additional hours shall be secured at an accredited college or university.
  2. Additional pay for additional credits is to be based on semester hours only.
  3. Travel and Work Experience:
    - a. Travel and work experience shall be accepted when accredited by a college or university, or accepted by the Board of Education by specific agreement in advance.
    - b. Transcript of credit shall be presented to the administration as early as possible after it is earned.
    - c. Financial recognition for advance hours before September shall begin with the first month of the succeeding school year (September).
  4. Teachers who qualify for an increase under this salary schedule are to receive the full amount to which they are entitled.
- F. Salary is to be paid 21 times per year. However, any teacher upon application to the Central Office shall receive his/her salary in 26 pays. Once notified, the Office shall continue to pay the teacher in 26 pays per year, through the succeeding years of employment, unless otherwise notified by the teacher.
- G. The school year for counselors shall contain two (2) additional weeks. One week shall be the week immediately before the opening of school. One week shall be scheduled by the counselors and the principal to fall between the closing of school and before the first of July.

Payment shall be prorated on a per day basis of 1/185 of the counselor's salary per day.

APPENDIX B

EXTRA PAY FOR EXTRA DUTY SCHEDULE

A. Extra-curricular Activities

Work Study Program and/or Co-op Program.....	.08 of base
School Paper - 1 hour per day or.....	.05 of base
Band.....	.05 of base
School Play.....	.05 of base
School Annual - 1 hour per day or.....	.05 of base
Student Council.....	.03 of base
Senior Class Sponsor (one only).....	.08 of base
Junior Class Sponsor.....	.03 of base
Sophomore Class Sponsor.....	.02 of base
Freshman Class Sponsor.....	.02 of base
Senior National Honor Society.....	.02 of base
Junior National Honor Society.....	.02 of base
Cheerleading, high school (.04 Football - .04 Winter Basketball).....	.08 of base
Cheerleading, Junior High.....	.02 of base
Cheerleading, Freshman.....	.02 of base
Girls' Basketball, Varsity.....	.10 of base
Girls' Basketball, JV.....	.07 of base
Girls' Softball.....	.08 of base
Girls' Volleyball (Varsity & JV).....	.08 of base
Head Basketball.....	.10 of base
Assistant Basketball.....	.07 of base
Junior High Basketball.....	.05 of base
Ninth Grade Basketball.....	.06 of base
Football-Head Coach.....	.10 of base
Football-Varsity Assistant.....	.08 of base
Football-JV Head Coach.....	.08 of base
Football-JV Assistant Coach.....	.07 of base
Baseball-Head Coach.....	.08 of base
Track-Head Coach.....	.08 of base
Track-Assistant Coach.....	.05 of base
Track-Junior High Coach.....	.05 of base
Wrestling.....	.10 of base
Supervision and ticket selling at athletic events.....	\$10 per event

- B. The percentage paid for extra-curricular activities shall be of that base corresponding to the number of years experience within or outside the school system in that sport/activity.

C. Accepted Procedure for Making Assignments to Extra-Curricular Duties:

THE LOCAL UNIT AND THE BOARD MUTUALLY AGREE TO USE THE FOLLOWING PROCEDURE FOR ASSIGNING EXTRA-CURRICULAR DUTIES. THIS PROCEDURE WILL APPLY TO BOTH PAYING AND NON-PAYING ACTIVITIES ADOPTED BY THE BOARD AND RECOGNIZED AS AN ESSENTIAL PART OF THE EDUCATIONAL PROGRAM PROVIDED TO THE STUDENTS OF WHITMORE LAKE, AND EXCLUDING THOSE DUTIES CONSIDERED TO BE COACHING POSITIONS WHOSE ASSIGNMENT IS HANDLED THROUGH THE ATHLETIC DIRECTOR.

1. The list of necessary sponsorships will be posted for 15 workdays starting with the day certified staff members report for the current school year. During this period it is expected that the certified staff members will sign up for sponsorships of their interest.
2. At the end of this period all remaining certified staff members will be assigned according to the established rotation list.
3. Exceptions:
  - a. Any certified staff member who has served as a sponsor for three consecutive years will be exempt for the fourth year.
  - b. Certified staff members who have a one-semester employment contract will be exempt. If and when they receive a full year employment contract they will be eligible for sponsorship.
  - c. First year certified staff members in this school system will not be expected to sponsor the Junior or Senior class or student council unless they express an interest to do so. They will be eligible for the remaining sponsorships.
4. Seventh grade certified staff members will fulfill the necessary seventh grade sponsorships.
5. Certified staff members whose major assignments include the seventh grade and above will be classified as high school certified staff members for the purpose of sponsorships.
6. Special education and social workers whose major responsibilities deal with students in the eighth grade and above will be classified as high school certified staff members for the purpose of sponsorships.
7. Certified staff members who are employed in coaching, driver education, counseling, library or other non-regular classroom positions are to be included in the pool for eligible persons for sponsorships.
8. If two certified staff members wish to co-sponsor an activity this will be permitted only after all necessary sponsorship positions have been filled. Any compensation provided for a sponsorship position is to be divided as the co-sponsors desire.
9. Certified staff members who are assigned to two varsity and/or junior varsity coaching positions during the current school year will not be required to take a sponsorship. However, if during the current school year, they fail to fulfill these two coaching positions they are eligible for sponsorships the next school year regardless of their coaching assignments.

10. If a certified staff member desires to sponsor one or more transient organizations (i.e. pep band, French Club, F.H.A., Forensics, etc.) he/she may do so but such sponsorship will not disqualify the staff member from being eligible for one of the regular sponsorships at the same time.

#### APPENDIX C

##### CALENDAR

The school calendar shall be negotiated between the Board and Association as part of the contract bargaining process. Calendar shall be the first order of business in negotiating the successor agreement.

The calendar shall appear as part of the completed Master Agreement. It shall represent a calendar of events to serve as a guide in conducting the forthcoming school year.

It shall include:

1. 180 days of attendance for students, or as required by the State of Michigan.
2. 185 days of attendance for teachers.
3. Three record days; the first at the beginning of the school year, the second at mid-year, and the third at the end.
4. The date of reporting for teachers and students at the beginning of the school year.
5. The school year shall begin no earlier than the day after Labor Day.
6. Two days are allowed at Thanksgiving.
7. At least ten calendar days at Christmas.
8. Spring vacation shall begin at the end of the third marking period.
9. If extra days occur they may be used to create a three day weekend, usually in February.
10. Graduation and the end of school are determined by the above assignment of days.
11. One day will be allowed for Memorial Day.
12. One day for staff and/or curriculum development and one day for parent-teacher conferences shall be established.

1984-85 School Calendar

September 4	Teachers report
September 5	Students report
October 15	Curriculum/Staff Development Day
November 9	End of first marking period (47 days)
November 19	Parent/Teacher conference day
November 22-23	Thanksgiving break
December 21	Winter break (3:10 p.m.)
January 2	School resumes (teachers & students report)
January 23-24	High school semester exams
January 24	End of second marking period (44 days)
January 25	Teacher record day
March 29	End of third marking period (45 days) Spring break begins at 3:10 p.m.
April 1-5	Spring break
April 8	School resumes (Teachers & students report)
May 27	Memorial Day
June 6-7	High school semester exams
June 7	End of fourth marking period (44 days)
June 9	Graduation
June 10	Teacher record day

1985-86 School Calendar

September 3	Teachers report
September 4	Students report
October 14	Curriculum/Staff Development Day
November 8	End of first marking period (47 days)
November 18	Parent/Teacher conference day
November 28-29	Thanksgiving break
December 20	Winter break (3:10 p.m.)
January 2	School resumes (Teachers & students report)
January 23-24	High school semester exams
January 24	End of second marking period (44 days)
January 27	Teacher record day
March 27	End of third marking period (43 days) Spring break begins at 3:10 p.m.
March 28-April 4	Spring break
April 7	School resumes (Teachers & students report)
May 26	Memorial Day
June 8	Graduation
June 9-10	High school semester exams
June 10	End of fourth marking period (46 days)
June 11	Teacher record day



1986-87 School Calendar

September 2	Teachers report
September 3	Students report
October 13	Curriculum/Staff Development Day
November 7	End of first marking period (47 days)
November 19	Parent/Teacher conference day
November 27-28	Thanksgiving break
December 23	Winter break (3:10 p.m.)
January 5	School resumes (teachers & students report)
January 22-23	High school semester exams
January 23	End of second marking period (44 days)
January 26	Teacher record day
March 27	End of third marking period (44 days) Spring break begins at 3:10 p.m.
March 30-April 3	Spring break
April 6	School resumes (Teachers & students report)
April 17	Good Friday
May 25	Memorial Day
June 7	Graduation
June 8-9	High school semester exams
June 9	End of fourth marking period (45 days)
June 10	Teacher record day