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8/31/94

MASTER AGREEMENT

BETWEEN THE

WHITE PINE SCHOOL DISTRICT

AND THE

WHITE PINE EDUCATION ASSOCIATION

WUPEA/MEA-NEA

1993-94

*White Pine School District*

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This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 1993, by and between the White Pine Education Association, hereinafter called the *Association*, affiliated with the Michigan Education Association, hereinafter called the *MEA*, and the National Education Association, hereinafter called the *NEA*, and the School District of White Pine, Michigan, hereinafter called the *Board*. The signatories shall be the sole parties to this Agreement.

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the White Pine School District 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 are particularly qualified to assist in formulating programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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 sole and exclusive bargaining representative for all K-12 teaching staff including the position of counselor and librarian of the White Pine School District. Such representation shall cover all personnel assigned to newly created teaching positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged fifty percent 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 agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this agreement.

## ARTICLE II

### Teachers' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- C. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property outside of the school day at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district distribution service and teacher mail boxes for communication to teachers.
- G. The Board agrees to make available to the Association in response to any reasonable request pertinent information concerning the financial resources of the district excluding confidential records. Official records may be examined only at the Board office. The White Pine Education Association will reimburse the Board for any extra expenses incurred in furnishing information or making records available. The Board agrees to post a copy of the agenda of each scheduled and special Board meeting.
- H. The 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 professional employment of such teacher. No personal, political or religious activities shall be practiced during the teacher's duty hours.

### **ARTICLE III**

#### **Board's Rights**

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of Michigan, and the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement or are mutually agreed upon and then only to the extent such specific and expressed terms hereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations as they pertain to the Employer.

## ARTICLE IV

### Professional Dues or Fees and Payroll Deductions

- A. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board through the White Pine Education Association an assignment authorizing deduction of membership dues of the local, state, and national teacher organization. The Board will deduct dues from the payroll in twelve (12) installments beginning on the first payroll date in October and continuing through the next eleven (11) dates. The Board will deliver the total monies collected to the Treasurer of the White Pine Education Association. The White Pine Education Association shall be responsible for proper distribution of funds received through payroll deduction and will be solely responsible for refunds, claims, etc. made by teachers.
- B. 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 Representation 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 the preceding paragraph A. 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 the preceding paragraph, 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 share of the costs of obtaining and administering the benefits to be received hereunder.
- C. 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.

- D. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- E. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues, subject however to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the board or its agents.
  2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

**ARTICLE V**  
**Grievance Procedure**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. Discussion of the alleged violation must take place within seven (7) working days.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association, signed by the grievant and representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the matter is not resolved at the teacher-principal level, the chapter shall, within seven (7) days from the decision by the principal, notify the superintendent that the chapter requests a grievance hearing. The notice shall be in writing, and name three (3) representatives of the chapter to participate in such hearing. The superintendent shall within three (3) working days notify the chapter of the Administration's three (3) representatives, and the chapter and the Administration representatives shall meet within seven (7) days from the date of original notice to the superintendent. At that meeting, the representatives shall attempt to resolve the matter.
- F. In the event the matter is not resolved within seven (7) days from the first meeting of the representatives, the chapter may, by notice to the Board of Education, demand a hearing at the next regular board meeting, and the chapter shall be afforded reasonable opportunity to present the issues at that time. Should no satisfactory resolution develop, the chapter shall, at that meeting or by the next regular meeting of the Board, demand that the matter be submitted to mediation.
- G. Upon demand for mediation as specified above, the Michigan Employment Relations Commission will be invited to meet with the representatives of the chapter and the Board. Recommendation of the mediator shall not be binding upon either party. The chapter and the Board reserve the right to seek or compel compliance with this contract through court action if the matter cannot otherwise be resolved.

H. Should mediation not result in solution of any grievance or should the parties agree to bypass mediation, the matter in dispute will be settled by binding arbitration using the following procedure:

The grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

## ARTICLE VI

### Teaching Hours

A. The regular teaching day will begin at 8:25 a.m. and end at 3:15 p.m. This provision does not relieve teachers of duly assigned responsibilities in co-curricular activities and meetings which by their nature require attendance either before or after the regular school hours listed above.

## ARTICLE VII

### Professional Qualifications, Teaching Loads, Assignments

- A. The schedule for the junior and senior high school shall be thirty-five (35) contact periods (including study halls) and five (5) unassigned preparation periods. The normal teaching load in the elementary school shall not exceed thirty (30) hours of pupil contact per week.
- For the junior and senior high school, class periods shall be forty-two (42) minutes in the a.m. and forty-three (43) minutes in the p.m., and class shall be dismissed at 3:02 p.m.
- Elementary teachers should use for preparation all time during which their classes are receiving instructions from various teaching specialists; which shall be music, physical education or others.
- B. Notice of tentative fall assignments will be issued prior to the close of school. All teachers shall be given written notice of their schedules for the forthcoming year no later than the 15th day of August. In the event that changes in teachers' schedules are made later than the 25th day of August preceding the commencement of the school year, unless an emergency situation requires same, the teacher and the Association shall be notified in each instance.
- C. Teachers will participate in supervision of co-curricular activities of pupils assigned by the Board through its duly authorized representatives.
- D. Any assignment in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties enumerated in Appendix A, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.
- E. A forty (40) minute duty-free noon period will be provided for each teacher in the school district. Any teacher volunteering for lunch period supervisory duties shall be permitted to leave school at the conclusion of the students' class day, or a mutual agreement between the teacher and the administrator may be established based on equal comparable time off for time worked.
- F. Teachers may on the last day of regularly scheduled classes in a given week and before each holiday leave the building at the conclusion of the students' school day.

## ARTICLE VIII

### Teaching Conditions

The goal of the Board and the Association is to insure a high quality education. They acknowledge that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Teaching assignments will be made according to the standards set by the Board of Education. The Board will use as a guide the standards that may be recommended by colleges, accrediting agencies and other organizations directed toward improvement of the educational process.

The Board further recognizes that texts and supplies are tools of the teaching profession and the Board agrees at all times to extend its best efforts in providing the materials needed for the comprehensive education of the children of the White Pine School District.

The Board and the Association both recognize the need for teacher reference material. The Board will continue to provide, with consultations by principals, reference materials requested by teachers.

- B. The Board shall make available in each school existing lunchroom, restroom, and lavatory facilities exclusively for teacher use and appropriately furnished, which shall be reserved for use as a faculty work room. Provision for such facilities will be made in all future buildings.
- C. Telephone facilities shall be made available to teachers for their reasonable use. Any occupational long distance calls will be approved by the administration.
- D. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Board will not require a teacher to maintain, instruct or supervise students in a classroom facility that does not meet the *Sanitation Standards for Schools*, adopted by the Michigan Department of Health, Regulations, 324. 731-325. 746., Michigan Administrative Code, 1954. A written report of any existing hazardous conditions in a classroom shall be reported to the administration as soon as detected. Specialists will make the determination of a hazardous condition.
- E. Teachers required to teach in both buildings during any school day will receive a travel allotment of \$35 per year. The initial reporting to assigned place of duty at 8:25 a.m. and noon hour and returning home after the day is over, is not part of this section and will not be reimbursed.
- F. In the event handicapped students are required to be in regular classrooms in determining the least restrictive environment (LRE) and the IEPC process, the parties agree to negotiate over the impact of any such placement.

## ARTICLE IX

### Vacancies, Promotions, and Transfers

- A. A *promotion* is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra duty activities.
- B. The promotional positions are: Principal, Coordinator, Department Head, Department Chairman, Athletic Director, or any other positions created by the Board.
- C. Whenever any vacancy occurs within the bargaining unit or under Section B. of this Article, the employer shall publicize the same by giving written notice of such vacant position, with qualifications and job description, to the Association and by posting a copy of such notice in each school building. Vacancies shall not be filled except on a temporary basis, until such vacancy has been posted for two (2) weeks. During the summer months, the publication requirement shall be fulfilled by giving the written notice to the Association and posting a copy at the Board of Education offices.
- D. Any teacher may apply for a vacancy in a position considered to be a promotion as defined in Section A. above. In filling such vacancy, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. If two or more applicants' factors are equal, the vacancy should be filled; (1) from within the school district, and (2) by the teacher with the longest continuous service with the school district. Provided, however, in all appointments to positions, the Board's decision shall be final.
- E. If requested, unsuccessful applicants shall be given reasons for not attaining the position.
- F. Since the frequent transfers of teachers from one school to another or within the building is disruptive of the educational process and interferes with optimum teacher performance, the parties hereby agree that unrequested transfers of teachers are to be minimized and avoided whenever practicable. The Superintendent or his designee shall notify in writing the affected teacher and the Association of the reasons for an involuntary transfer.  
In the event where an involuntary transfer is necessary, consideration shall be given to the following:
  - 1. Welfare of students.
  - 2. Length of service in the district.
  - 3. Previous transfers.
  - 4. Probationary status.
  - 5. Welfare of teacher.
  - 6. Qualifications required for the assignment.
  - 7. Needs of the receiving school.
- G. By March 15th of each year, teachers may request transfers from one school to another or transfer to a different teaching subject for the ensuing school year commencing the following September. All

requests for transfer must be in writing and received by the personnel office no later than March 15th of each year.

The following procedure shall be followed:

1. The teacher requesting a transfer shall be notified of such vacancy by the personnel office.
2. The teacher shall arrange an interview and discuss the matter with the principal of the school to which he wants to be transferred.
3. The teacher shall then request the personnel office to permit the transfer.

If all parties, the teacher, the principal and superintendent of the school (or supervisor) to which the teacher wishes a transfer are in favor of such transfer, then the transfer shall take place. Only one transfer on a two-year period shall be permitted, except by mutual agreement between the parties. The teacher shall be notified as promptly as possible.

- H. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE X

### Illness and Disability

- A. Sick leave allowance of 1/3 day per week worked to twelve (12) days per year with unlimited accumulation. Part-time teachers shall receive sick leave on a prorated basis of actual duty time.
- B. A teacher on Worker's Compensation will receive 1/3 day sick leave pay providing said teacher has accumulated days in reserve. Days used will be subtracted as they occur.
- C. Sick leave may be used for other emergency purposes separated from sick leave with the approval of the superintendent.
- D. Teacher will receive twenty dollars (\$20) per day to a maximum of 150 days for each day of unused sick leave upon layoff, leaving the system after three (3) years, or upon retirement.  
In the event of a teacher's death, the unused sick leave benefit shall be paid to the beneficiary stated upon the life insurance portion of his health insurance coverage.
- E. In addition to sick leave, a maximum of five (5) days leave will be allowed for a death in the immediate family. The immediate family shall be construed to mean spouse, child, father, mother, brother, sister, grandparent and parent-in-law. One (1) day leave will be allowed for other relatives. Other relatives will be construed to mean uncle, aunt, nephew, niece or first cousin of teacher or spouse. If the *other* relative lives in the home of the employee, such death shall be classified the same as that of one of the immediate family.

## ARTICLE XI

### Leave with Pay

- A. Each teacher shall be granted three (3) personal business leave days, cumulative to five (5) days, to be used at the teacher's discretion. Notification of intent to use personal business leave shall be submitted in writing to the building principal at least two (2) days in advance of the days requested. Actual emergencies shall be excepted. No more than five (5) personal leave days may be used during any one (1) year. No more than three (3) persons shall be granted a personal leave day at any one (1) time immediately prior to a holiday or immediately following a holiday. First come, first served.
- B. Teacher called for jury duty will receive regular pay. It being understood that teacher will report for teaching duty when presence is not required at courthouse. Jury duty checks (less mileage and meals) will be donated to the school.
- C. Leave with pay will be granted for a court appearance as a witness in a case when a teacher is subpoenaed.
- D. One (1) day for one (1) teacher will be provided to attend MEA Representative Assembly or other association meetings.
- E. All unused personal leave shall be credited to the teacher's accumulated sick leave.

## ARTICLE XII

### Sabbatical Leave

- A. Any board after a teacher has been employed at least seven (7) consecutive years by said board and at the end of each additional period of seven (7) or more consecutive years of employment may grant said teacher a sabbatical leave for professional and classroom or administrative improvement for not to exceed two (2) semesters at any one time: Provided, that the teacher holds a permanent or life certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board: Provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

## ARTICLE XIII

### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended by Public Act 27, 1969, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide without cost to the employee health care protection for a full twelve month period for the employee's entire family through the MESSA Super Med 1 program as follows: Super Med 1 Benefits, Dependent Life Insurance, Delta Dental Plan 100/75-75-75 (\$1,200 ortho maximum), and Vision Service Plan Three (VSP 3).

The Board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive the amount of sixty-five dollars (\$65) before taxes to cover their deductible.

Part-time employees hired after September 1, 1989, shall receive a prorata share of the health insurance specified in the above paragraph. Present employees working for the school district on September 1, 1989, shall be considered grandfathered for the purpose of receiving health insurance benefits.

- B. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section C.
- C. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31, for all employees who complete their contractual obligation.

If an employee terminates his employment for reasons other than illness prior to July 1, his subsidy shall terminate on the first of the month following. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where cost of coverage exceed amount of subsidy, the School Board shall make provision for the excess to be payroll deductible.

- D. The employer shall provide without cost to the bargaining unit member, including payroll deduction, the option to participate in all MEAFS/MEA-sponsored programs.
- E. The parties agree to explore the cost of a MESSA PAK that will include \$5,000 term life insurance. In the event the District would experience a cost savings, the MESSA PAK provision shall be implemented.

## ARTICLE XIV

### Student Discipline and Teacher Protection

- A. 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 classroom.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particular of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher and parents.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personal file unless such matter is promptly discussed with the teacher concerned.
- F. A committee made up of two (2) Association representatives, one (1) Board representative, and one (1) Administrator shall meet to develop a policy concerning the punishment of students which is consistent with the terms of Public Act 521 of 1988.

## ARTICLE XV

### Leave Without Pay

- A. A leave of absence for one (1) year, renewable, and without benefits, may be granted by the board to a teacher, upon application, for the purpose of engaging in worthwhile study at an accredited college, university, or vocational school directly related to his professional responsibilities. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he would have had he taught in the district during such period.

A special extended leave for one (1) year, renewable, may be granted by the board to a teacher who does not qualify for another type of leave covered by this agreement. The reasons must be acceptable to the board. This leave shall be without salary and without benefits. No advancement on the salary schedule shall take place and no seniority rights granted for the leave time taken with the special extended leave.

- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

- C. **Maternity:** Upon written application, a maternity leave shall be granted to the teacher at her option with confirmation by her doctor. The teacher shall be entitled to a leave for one (1) year. Further extensions may be granted at the will of the board.

A pregnant employee must notify the central office in writing as soon as she has confirmation of her pregnancy and shall accompany such notice with a physician's written statement setting forth that she is physically able to continue working. Subsequent physician's statements may be required by the Board.

Within thirty (30) days thereafter, the teacher shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly.

The teacher shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment, and provides a written statement that care for the child will cause minimal interference with the job responsibilities. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave. The teacher shall notify the administration six (6) weeks in advance of intended return.

A teacher may make written application to the superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. A physician's statement shall be required indicating her fitness for full-time employment.

Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and teacher prior to said date.

Failure to apply for a maternity leave as hereinafter specified shall result in termination of employment when the teacher can no longer perform her duties.

Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.

In lieu of the above provisions for unpaid maternity leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care; and the teacher shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- a. All pregnant teachers shall notify the administration of pregnancy at least five (5) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
  - b. The teacher shall be required to furnish medical certification of her continued ability to perform her duties monthly.
  - c. The teacher may be required to submit to physical examination by a physician selected by the school board.
  - d. To receive sick leave payments the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
  - e. For all sick leave days claimed the teacher must have a physician's certificate verifying physical disability which prevents her from fulfilling her teaching responsibilities.
  - f. The teacher shall provide in writing all lesson plans and other materials required by the principal for the duration of the absence in order to maintain curricula continuity through the substitute.
- D. A total of five (5) professional leave days shall be approved by the Superintendent of Schools upon request of the President of the White Pine Chapter MEA for the purpose of attending the MEA Representative Assembly or other association meeting. Teachers released from regular duties for this purpose will not receive pay from the school district for those days for which leave is granted.

## ARTICLE XVI

### Reduction of Staff

In the event layoff becomes necessary, the Board shall prescribe to the following criteria:

- A. In the event of the layoff of teachers, teachers shall be laid off in the reverse order of their experience in teaching within the district and within their area of competence and certification. Thus, a teacher who has taught within the district for three (3) years shall not be laid off before a teacher who has taught only two (2) years within the district who has the same area of competence and certification.
- B. In selecting a teacher for layoff a probationary teacher shall be released before a tenure teacher.
- C. No teacher shall be laid off unless he has been notified of said layoff at least sixty (60) days before the end of the school year. The teacher must be given written notification stating the reason for the layoff.
- D. The Board will assist any released teacher in an effort to secure other employment, and shall tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification.
- E. Seniority list will be provided to the Association by October 1 of each school year. This list will include the accumulated teaching time of each building principal.
- F. Teachers shall be recalled in the reverse order of their layoff, provided said teacher is qualified. Probationary teachers shall be subject to recall for the number of years provided for under the Michigan Teacher Tenure Act. Tenure teachers shall be subject to recall for a period of five (5) years.

## ARTICLE XVII

### Teacher Evaluation and Progress

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Probationary teachers shall be observed by the administration for the purpose of evaluation at least three (3) times during the school year. These observations shall occur at least one (1) month following a teacher's commencement of service, four (4) months after a teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be observed for the purposes of evaluation at least once every year. A personal interview shall be held within ten (10) school days of the observation. A written evaluation shall be submitted to the administration within fifteen (15) school days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- B. Evaluation shall only be conducted by the building principal or superintendent or other administrator. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- C. All evaluations shall be in writing with copies provided to the subject teacher, and to the principal. All teacher evaluations shall be objective and may include advice as to professional improvement. Recommendations as to demotion, retention, or change of professional status shall be an administrative function.
- D. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide for a hearing where requested. In any grievance or tenure proceedings, all evaluation or responses thereto shall be admissible as evidence.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

1. Required medical information.
2. All teacher evaluation reports.
3. A transcript of academic records.
4. Tenure recommendation.

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

## **ARTICLE XVIII**

### **Professional Behavior**

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The building principal, in recognition of the concept of progressive correction, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- B. Any teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- D. Teacher should practice ethics of professionalism with regard to resignations by informing the administration of resignation intentions at least two (2) months prior to intended date. Failure to do so shall result in a letter of disapproval to be sent to the teacher's new employer and jointly signed by the superintendent and president of the local MEA.

## **ARTICLE XIX**

### **Professional Improvement**

- A. The parties support the principle of continuing training of teacher, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state and federal educational projects.
- B. Graduate credit courses to be eligible for reimbursement must be part of a planned program as required by the college or university, must be limited to only one course per semester while school is in session. (In case of overlap the second course could be started.) Any course not covered by the planned program must pertain to the teacher's area of specialization. Reimbursement will be at the resident graduate credit rate per semester hour established at Northern Michigan University. Grants by any other agency shall void this section.
- C. This provision shall not apply to teachers who have been laid off or terminated.

## **ARTICLE XX**

### **School Calendar**

- A. The parties agree that all aspects of the school calendar are negotiable, including, but not limited to, length of the school year, and further agree that for the term of the agreement, the school calendar shall be as set forth in Appendix B. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. (See Appendix B.)
- B. The school district shall have the right to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction. If make-up days are necessary, the rescheduling shall be mutually agreed upon by both parties.  
The rescheduling of such days shall not entitle employees to additional compensation.

## ARTICLE XXI

### Special, Student, and Intern Teaching Assignments

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible.
- B. Supervisory Master Teachers shall work directly with the University program coordinator, assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- C. The Supervisory Master Teacher shall file a written report and evaluation with the University coordinator and the administration with a copy to the student teacher each four (4) weeks.
- D. If the White Pine system embarks on an internship program, consultation will be made with the Association prior to such action only as it affects the teacher unit.

## ARTICLE XXII

### Negotiation Procedures

- A. Before March 15th of the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement. Negotiations will be on non-school time.
- B. 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 representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.
- C. Meetings:
1. The party requesting a meeting will suggest dates to the chairman of the other negotiating team.
  2. The party receiving a written proposal shall reply in writing within five (5) days either accepting or rejecting suggested dates for negotiations.
  3. The party rejecting dates shall resubmit by letter alternate dates for negotiations.
  4. The meeting shall be held within fifteen (15) days from the date of the request.
- D. All correspondence shall be between chairmen of respective committees.
- E. All tentative agreements shall be signed by the chairman.
- F. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and subject only to such ultimate ratification.
- G. The tentative school calendar shall be negotiated no later than May 30 preceding the opening of school. Failure to reach agreement by that date will permit the Board to establish the opening date of school.

## ARTICLE XXIII

### Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board and the Association.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled *Professional Agreement between the White Pine School District and the White Pine Education Association, MEA-NEA*, shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed. Further, that the Board shall furnish ten (10) copies of the Master Agreement to the Association for its use.
- F.1. A bargaining unit member who has acquired a minimum of fifteen (15) years of service in the White Pine School District and has met the requirements for retirement as established by the Michigan Public School Employees Retirement System, may, at his/her option, take early retirement. Part-time employees meeting the requirements specified in this article shall receive the ERI payment on a prorata basis. The Board agrees to make payment of an annual lump sum in the following manner:
  - a. A lump sum of four thousand dollars (\$4,000) for the year the bargaining unit member retires.
  - b. A lump sum of three thousand dollars (\$3,000) each year for the second and third year of retirement.
  - c. In addition to the above, the retiree shall receive one thousand dollars (\$1,000) per year commencing with the year the bargaining unit member elects to retire and continuing until such time as the employee is eligible for Medicare benefits to offset costs incurred through participation in the State's insurance program.
  - d. The above sums shall be paid to the bargaining unit member in September of each year following retirement.

F.2. In the event of the death of the retiree, any unpaid sums of the initial ten thousand dollars (\$10,000) shall be paid to the retiree's designated beneficiary in accordance with the schedules in a., b., and d, above (Section F.1.).

## ARTICLE XXIV

### School Improvement - Site-Based Decision Making

#### A. School Improvement Plans (SIP)

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

C. Any provision(s) of a SIP or application thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

D. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term *SIP*:

1. Participation by the employee is voluntary.

2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.

#### E. Site-Based Decision Making (SBD)

Site-Based Decision Making is the process by which the teachers at the work site jointly make decisions affecting their work conditions. Decisions made by the SBD committee shall not violate the Agreement. Decisions made by the SBD committee will be approved by the Association and Board prior to implementation of the decisions.

F. Participation on a SBD committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.

G. SBD committee will be composed of only employees of the Board. Non-employee consultants may be used with the consent of the committee members. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.

H. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

## ARTICLE XXV

### No Strike Clause

- A. The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike, slow down, sanction work stoppage of any kind including *mass sickness* or any concerted or group activity which has the effect of withholding, in full or in part, any services during the term of this agreement. Further, in the event of any violation, the Board may take whatever disciplinary action it deems appropriate including discharge.

**ARTICLE XXVI**

**Duration of Agreement**

This Agreement shall be effective as of September 1, 1993, and shall continue in effect until the 31st day of August, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION:**

BY *Andrea G. Perry*  
Its President

BY *Mary Ann Pasi*  
Its Secretary

**WHITE PINE EDUCATION ASSOCIATION:**

BY *M. Kay Koruga*  
Its President

BY *Susan Obradovich*  
Its Secretary

**APPENDIX A**  
**WHITE PINE EA SALARY GUIDE**  
**1993-94**

	<b>BA</b> <i>(1016)</i>	<b>BA+20</b> <i>(1042)</i>	<b>MA</b> <i>(1068)</i>	<b>MA+20</b> <i>(1093)</i>
0	22,242	23,258	24,395	25,460
1	23,258	24,300	25,463	26,553
2	24,274	25,342	26,531	27,646
3	25,290	26,384	27,599	28,739
4	26,306	27,426	28,667	29,832
5	27,322	28,468	29,735	30,925
6	28,338	29,510	30,803	32,018
7	29,354	30,552	31,871	33,111
8	30,370	31,594	32,939	34,204
9	31,386	32,636	34,007	35,297
10	32,402	33,678	35,075	36,390
11	33,418	34,720	36,143	37,483
12	34,434	35,762	37,211	38,576
13	35,450	36,804	38,279	39,669
<b>Longevity:</b>				
15	36,564	37,960	39,462	40,879
20	37,039	38,446	39,961	41,390
25	37,987	39,366	40,958	42,410

Longevity shall be paid after completing the specified number of years in the White Pine School District.

**Paid Retirement.**

Full credit on the salary guide will be granted for experience in this school district. Credit for experience outside of this school district will be granted on the basis of two (2) years at full credit and the balance at one-half (1/2) credit up to a maximum of seven (7) years for the degree level attained. All professional staff members must provide the school district with a current transcript of credits earned.

Teacher payroll will be spread over a twelve (12) month period consisting of twenty-six (26) payments.

**APPENDIX A**  
**CO-CURRICULAR SALARY GUIDE**

	1993-94
<b>BASKETBALL:</b>	
Boys Head Coach/16 weeks	\$2,781
Girls Head Coach/16 weeks	2,781
Boys J.V. Coach/16 weeks	1,669
Girls J.V. Coach/16 weeks	1,669
Jr. High Boys/10 weeks	619
Jr. High Girls/10 weeks	619
<b>TRACK:</b>	
Boys Head Coach (2)/8 weeks	\$1,060
Girls Head Coach/8 weeks	1,060
Jr. High/5 weeks	518
<b>CROSS COUNTRY</b>	<b>\$739</b>
<b>VOLLEYBALL</b>	<b>1,492</b>
<b>BAND</b>	<b>1,267</b>
<b>ANNUAL</b>	<b>619</b>
<b>NEWSPAPER</b>	<b>619</b>
<b>QUIZ BOWL</b>	<b>242</b>
<b>CHEER LEADING</b>	<b>449</b>
<b>6th GRADE CAMP SUPERVISION</b>	<b>320</b>
<b>DRIVER EDUCATION</b>	<b>\$16.45/hr.</b>
<b>ATHLETIC EVENT DUTIES</b>	<b>\$16.45/event</b>
<b>TIMERS, SCORERS</b>	<b>\$20.35/event</b>

**Longevity:**

In each particular sport the coach will receive \$16.20 per year for each year of coaching in the White Pine School District after he/she has coached for ten (10) consecutive years in the White Pine system.

**APPENDIX B**  
**WHITE PINE SCHOOL DISTRICT**  
**SCHOOL CALENDAR 1993-94**

MONTH	CONTRACT DAYS	WORK DAYS	SESSION DAYS	HOLIDAYS
August				
September	23	1 (floating in service)	20	1 (Labor Day)
October	21		21	
November	19		18	1 (Thanksgiving)
December	17		16	1 (Christmas)
January	21	1/2 (workday)	20 1/2	1 (New Year)
February	19		19	
March	23		23	
April	15		15	
May	22		21	1 (Memorial Day)
June	7	1/2 (workday)	6 1/2	
<b>TOTALS</b>	<b>187</b>	<b>2</b>	<b>180</b>	<b>5</b>

September 1	School Opens
September 6	Labor Day
November 15 & 16	Deer Season
November 25 & 26	Thanksgiving
December 23 - 31	Christmas Break
January 21	1/2 day workday (p.m.)
February 21	President's Day
April 1 - 8	Spring Break
May 30	Memorial Day
June 9	1/2 day workday-school ends
1st quarter ends	November 5
2nd quarter ends	January 21
3rd quarter ends	March 25
4th quarter ends	June 9

**PA 25 EARLY RELEASES**

September 22  
October 27  
December 8  
February 9  
March 9  
April 13

**LETTER OF UNDERSTANDING  
BETWEEN THE  
WHITE PINE SCHOOL DISTRICT  
AND THE  
WHITE PINE EDUCATION ASSOCIATION**

1. Upon receipt of a written notification from a teacher of his/her intent to retire at the end of the school year, the Board and said teacher may mutually agree to an effective retirement date of May 31 of the current school year.
2. In the event the school year extends beyond the May 31st effective date, the parties may mutually agree to negotiate a resolution to the teacher's schedule in order to insure that his/her classes are covered for the remainder of the school year.
3. Said written notification of intent to retire must be received by March 1st of the school year in which the teacher retires.
4. Teachers opting to retire by May 31 of any given year shall receive their full wages for that year in a final check on May 31.

FOR THE WHITE PINE BOARD OF  
EDUCATION:

David C. Koski

Date: \_\_\_\_\_

FOR THE WHITE PINE EDUCATION  
ASSOCIATION:

M. Kay Korngö

Date: \_\_\_\_\_