

MASTER AGREEMENT

between the

**WHITEFISH TOWNSHIP
BOARD OF EDUCATION**

and the

**WHITEFISH FEDERATION
OF TEACHERS**

July 1, 2008 to June 30, 2013

TABLE OF CONTENTS

Page 4	Article I	Recognition
Page 5	Article II	Professional Negotiations
Page 6	Article III	Grievance Procedure
Page 9	Article IV	Salaries
Page 10	Article V	Teaching Hours and Teaching Loads
Page 11	Article VI	Non-Teaching Duties
Page 12	Article VII	Teacher Employment and Assignment
Page 13	Article VIII	Vacancies and Promotions
Page 14	Article IX	Summer School and Night School
	Article X	Teacher Evaluations
Page 15		Personnel Files
Page 16	Article XI	Discipline of Teachers
	Article XII	Teacher Facilities
Page 17	Article XIII	Use of School Facilities
Page 18	Article XIV	Sick Leave
Page 19	Article XV	Temporary Leaves of Absence
Page 20	Article XVI	Extended Leaves of Absence
Page 22	Article XVII	Student Control and Discipline
	Article XVIII	Protection of Teachers
Page 23	Article XIX	Retirement
	Article XX	Professional Development and Educational Improvement
Page 24	Article XXI	Teaching Materials
	Article XXII	General
Page 26	Article XXIII	Dues Deduction
		Union Security

Page 27	Article XXIV	Reduction in Personnel Layoff Procedures
Page 28	Article XXV	Recall Procedure Miscellaneous Individual Contract Part-Time Request
Page 29		Special Assignment Other Increments to Salaries
Page 30	Article XXVI	Insurance Fringe Benefits
Page 32	Appendix A	Salary Schedule
Page 37	Appendix B	Extra Curricular
Page 38	Appendix D	Evaluation Tool
Page 39	Article XXVII	Duration Signatures

ARTICLE I RECOGNITION

The Whitefish Township Board of Education, Paradise, Michigan, hereinafter referred to as the Board, hereby recognizes the Whitefish Federation of Teachers, Paradise, Michigan, hereinafter referred to as the Federation, as the exclusive bargaining representative, as defined in Section II, of Act 379, Public Acts of 1965, for a unit consisting of all certified teaching personnel of Whitefish Township School, but excluding the Superintendent and Principal. The Federation will inform the District of the names of officers and supply new names if changes occur.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the school and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

Board Rights - 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 laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (2) to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or
- (3) to establish grades and courses of instruction, advisable by the Board;
- (4) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.

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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE II PROFESSIONAL NEGOTIATIONS

1. Not later than March 1 of the calendar year in which this Agreement expires, the Board agrees to begin negotiating with the Federation over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' salaries and all other conditions of employment. Such negotiations will include, but not be limited to, the subjects covered by this agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Federation.

2. During negotiations, the Board and the Federation will present relevant data, exchange points of view and make proposals and counter-proposals. At the request of the Federation, as of the time such information is made available to the Board, the Board will provide the Federation with documents relating to budgetary proposals, requirements and allocations which are presented to any regular meeting of the full Board or to any other governmental body. The Board will make available to the Federation for inspection, all pertinent records of the Whitefish Township School System at the written request of the Federation which request shall specify the records desired. Such records will be made available at the offices of the Board. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3. If the negotiations described in this Section have reached an impasse, the procedure described in Act 379 of the Michigan Public Act of 1965 will be followed.

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not

within the knowledge of contemplation of either or both parties at the time they negotiated or signed this agreement.

Despite reference herein to the Board and the Federation as such, each reserves the right to act hereunder by committee or individual member of designated representative.

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board agrees not to negotiate with any teachers' organization other than the Federation in regard to changes in salaries or other conditions of employment to become effective during the term of this agreement.

ARTICLE III GRIEVANCE PROCEDURE

DEFINITIONS

A grievance is a claim by a teacher of the Federation that there has been a violation, misinterpretation, or misapplication of a provision of the collective bargaining agreement.

PURPOSE - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may, from time to time, arise. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted consistent with the terms of this agreement and that the Federation has been given opportunity to be present at such adjustment.

PROCEDURE - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the

following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

LEVEL ONE - Within five (5) working days of the alleged breach of the collective bargaining agreement, a teacher with a grievance will first discuss it with the principal or immediate supervisor, either directly or through the Federation's school representative, with the objective of resolving the matter informally.

LEVEL TWO - 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance to the principal at Level One, s/he may file the grievance in writing with the Chairman of the Federation. The Chairman will present the written grievance within five (5) working days to the Superintendent of Schools and/or his/her designee.

2. Within ten (10) working days after receipt of the written grievance from the Chairman of the Federation, the Superintendent, and/or his/her designee, will meet with the aggrieved person in an effort to resolve the grievance at Level Two.

3. If the Superintendent and/or his/her designee does not receive the written grievance from the Chairman of the Federation within thirty (30) calendar days after the alleged breach of the collective bargaining agreement, the grievance shall be considered as waived.

LEVEL THREE - 1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after meeting with the Superintendent and/or his/her designee, the Chairman of the Federation may forward the grievance to the President of the Board of Education. The Board President will present the written grievance to the full Board of Education within five (5) working days after receipt.

2. Within ten (10) working days after receiving the written grievance from the Board of Education President, the Board of Education will meet with the aggrieved person for the purpose of resolving the grievance. The final decision and resolution of the grievance at Level Three will be rendered by a vote of the Board of Education.

LEVEL FOUR - 1. If the aggrieved person is not satisfied with the disposition rendered by the Board of Education within ten (10) working days after meeting with the Board of Education the grievance may be submitted to Arbitration before an impartial Arbitrator.

2. If the parties cannot agree on the selection of an arbitrator within five (5) calendar days of the notification date that Arbitration will be pursued, s/he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the Arbitration proceeding.

3. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The Arbitrator shall have no power to rule upon a third year probation, non-renewal of a probationary teacher or discharge of a tenured teacher, or placement and renewal of extracurricular positions held by teachers.

4. Both parties agree to be bound by the award of the Arbitration and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any Arbitrator under this article shall be paid equally by the Federation and the Board of Education. All other costs involved shall be paid by the party incurring such costs.

RIGHTS OF TEACHERS OF REPRESENTATION

A. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Federation or any other participant in the grievance procedure by reason of such participation.

B. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except they may not be represented by a representative or by an officer of any competing organization, other than the Federation. When a teacher is not represented by the Federation, the Federation will have the right to be present and to state its views at all stages of the grievance procedure.

MISCELLANEOUS

A. If, in the judgment of the Federation, a grievance affects a group of teachers, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.

B. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Board President.

C. All documents, communications and records, dealing with the processing of a grievance, will be filed separately from the personnel files of the participants.

D. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance.

E. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any teacher of any legal right which they presently have, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief on the provisions of this Article.

F. In the course of investigation of any grievance, representatives of the Federation will report to the Superintendent and state the purpose of the visit immediately upon arrival.

It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Federation, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on his/her own behalf or on behalf of the Federation, with any representative of the Board, will be released from assigned duties without loss of salary.

The Board will, upon written request, provide the Federation with any documents or available information which may be necessary for the Federation to process grievances under this agreement.

ARTICLE IV SALARIES

The salaries of all persons covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof, Extra-curricular positions are on Appendix B, attached hereto.

The Board agrees to use the individual teacher contract forms attached hereto as Appendix C.

The teacher will have the option of receiving his/her salary in twenty-one (21) bi-weekly payments or twenty-six (26) bi-weekly payments. If a teacher chooses the twenty-six (26) bi-weekly option, the teacher will have the option of having the balance of salary due paid at the conclusion of the school year.

ARTICLE V TEACHING HOURS AND TEACHING LOADS

The workday will be established by the administration prior to the beginning of the school year and will not exceed 8 hours per day which includes a 30-minute duty free lunch. If additional time is required to meet the number of hours of pupil instruction required under the Michigan School Code the parties will meet to negotiate a new schedule.

The Board agrees that the teachers' work year will not exceed 1281 scheduled work hours, which shall include two teacher inservice days prior to the first day of attendance by the students. Teachers shall be compensated for hours worked exceeding 1281 hours at an hourly rate, which shall be established by dividing the teacher's current salary rate by 1281 hours.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board. Teachers will receive their regular pay for days which are cancelled, but shall work on any rescheduled day with no additional compensation. The Board shall not be required to cancel a 'workday' (i.e., a day when teachers report, but students are not in session such as an end of semester grading day, a parent-teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial work day even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a work day or a partial work day which is cancelled, but may do so in its discretion.

Total annual salary is based upon 1281 hours of work during the entire school year regardless of whether the hours actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per hour only for those hours

which they are required to work as part of the regular school year beyond 1281 hours.

Teachers may be required to remain after school, without additional compensation, for up to one and one-half (1 1/2) hours on each of two days each month to attend meetings called by the school Superintendent. These meetings will be chaired by the Superintendent or his/her designee. Teachers may, with the approval of the Superintendent, place appropriate educationally-related items on the agenda.

Teachers may be required to attend not more than two (2) evening meetings each semester. Attendance at all other evening meetings will be at the option of the individual teacher.

All full time teachers will have a duty-free lunch period of 30 minutes.

All teachers will have one continuous daily preparation time of not less than one high school class period plus an additional 10 minutes prior to the beginning of the student day at which time teachers will be available for student assistance.

Class sizes shall be limited to no more than 24 in combined elementary classes and 30 in combined junior and senior high school classes; and in Physical Education Classes for grades 7, 8 and 9, the combined shall be no more than 30. If class sizes exceeds 10% of the above stated maximums, a teacher aide will be provided at the request of the teacher.

High school teachers will not be assigned more than one preparation per hour per day. Exceptions shall be approved by the Board of Education.

Teacher participation in extra curricular activities for which no additional compensation is paid will be voluntary. At the same time, the teachers recognize their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for and supervision of extra curricular student activities and functions.

ARTICLE VI NON-TEACHING DUTIES

The Board and the Federation acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

To the extent possible, teachers will be assisted by the utilization of techniques, such as use of non-teaching personnel,

to perform non-teaching and administrative duties.
Administrative duties will not become burdensome.

Although teachers may be required to collect and transmit money to be used for worthwhile purposes, they will not be required to tabulate or account for such money. The foregoing will not apply to student activity money.

Any teacher called to emergency duty shall be excused, after administrative approval, from their duties for the duration of the emergency.

ARTICLE VII TEACHER EMPLOYMENT AND ASSIGNMENT

The Board establishes as minimum requirements for initial employment of a teacher, the possession of a Bachelor's degree and a Michigan Elementary or Secondary Provisional Certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.

Teachers, other than newly appointed and substitute teachers, will be notified of their tentative programs for the coming school year, the grades and/or subjects they will teach, and any special or unusual classes that they will have, not later than July 1, in all possible situations.

In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study, unless they are working toward certification in that area, if acceptable to the State Board of Education.

Changes in grade assignment in the elementary school and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment will be voluntary (especially the changes affecting probationary teachers), but the Board reserves the right to make such changes.

No regularly assigned teacher will be used as a substitute teacher without his/her consent. If a teacher agrees to serve as a substitute, he/she will be compensated at board determined certified substitute rate.

Full credit, not to exceed six (6) years will be given for previous outside teaching experience, and credit, not to exceed two (2) years will be given for military experience upon initial employment within the six year maximum credit.

Teachers with more than six years previous teaching experience in the Whitefish Township School system who leave for other than approved leaves of absences will, if rehired, upon returning to the system, be restored to the same position on the salary schedule at which they left if they have been continuously engaged in the field of education on a full time basis. Teachers with less than six years previous teaching experience in the Whitefish Township System will, upon returning, be established on the step they would have normally achieved, up to the sixth step, provided they have been continuously engaged in the field of education.

Upon returning to the system, teachers who have not been continuously engaged in the field of education on a full time basis will have one salary increment deducted from the position on the salary schedule at which they left for each year during which they were not so engaged; provided, however, that no teacher will be reduced below the allowable level of credit for outside experience.

The Board agrees to adhere to its present policy of not hiring or assigning teachers on the basis of race, creed, religion, color, national origin or sex.

ARTICLE VIII VACANCIES AND PROMOTIONS

Whenever any professional vacancy on the administrative and supervisory salary schedule shall occur, the Board will publicize the same in the Superintendent's Bulletin during the school year and will include a general statement on the qualifications required. During the months of July and August, written notice of any such vacancy will be mailed to all members of the Federation, including a general statement of qualifications required. No vacancy will be filled, except on a temporary basis, within fourteen calendar days from the date of distribution of the Superintendent's Bulletin or the giving of notice to the Federation.

Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give due consideration to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The parties recognize that while the Board will continue to adhere to its policy vacancies of a promotional nature is a prerogative of the Board, and the decision of the Board, unless arbitrary, capricious or without basis in fact, will be final.

ARTICLE IX SUMMER SCHOOL AND NIGHT SCHOOL

Teaching positions in the Whitefish Township summer school and night school will be filled first by qualified teachers regularly employed in the Whitefish Township system.

In filling such positions, consideration will be given to teacher area of competence, major and/or minor field of study, quality of teaching, performance, attendance record and previous summer school and/or night school teaching experience.

Application by regularly employed teachers for summer school and night school will be filed with the Superintendent at least two months prior to the beginning of classes and such applications will be renewed by the teacher for each subsequent section. The decision of the Board on such applications and filling such vacancies, unless arbitrary, capricious or without basis in fact, will be final.

The provisions of this agreement will not apply to summer school and night school positions except as otherwise specifically set forth herein.

ARTICLE X TEACHER EVALUATIONS

All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, hidden closed circuit television, public address systems and similar covert surveillance devices shall be strictly prohibited.

Video tape machines and tape recorders shall not be used as part of the classroom evaluation, unless prior approval is granted by the teachers.

Each formal observation of a teacher shall not be for less than thirty minutes. For the purpose of the Article, probationary teachers will be formally observed at least once per evaluation. Tenured teachers will be observed at least once per each evaluation.

The evaluator will not verbally interrupt the teacher's presentation during the period of observation.

Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be appraised of the specific criteria on which he/she will be evaluated. The evaluation tool appears as Appendix D and will not change without proper alteration of this Agreement.

Evaluations shall be by personal observation in the classroom as well as a teacher's professional conduct during the school day, conducted by the (a) Superintendent, (b) Building Principal.

a. The work performance of all teachers shall be summarized in writing. Teachers will be given a copy of any evaluations prepared within ten school days of such evaluating and will have the right to discuss such report with their supervisor. The teacher will sign the report signifying receipt of same.

b. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's responsibilities and his/her exercise of judgment.

c. Procedure:

1. Probationary teachers shall be evaluated not less than once per semester, based in part, on at least one classroom observation. The administrator shall confer with the teacher before and after each evaluation and provide the teacher with a copy of the evaluation.
2. Tenured teachers should be evaluated formally at least once every three years. The evaluation shall be based, in part, on at least one classroom observation. A written copy will be provided to the teacher.
3. Three copies of all evaluations shall be given to the teacher. He/she shall sign all copies to indicate he/she has read the document prior to distribution and file. The teacher shall return two signed copies to the evaluator, and keep one for his/her records. A teacher may disagree with any portion of the evaluation and state the reasons within five school days. The signing of this evaluation report does not necessarily indicate agreement with this report. Any written disagreement by the teacher will be attached to the evaluation.

d. The evaluation of teachers and the criteria used are not subject to the grievance and arbitration procedure.

PERSONNEL FILES

1. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file with an administrative person present. A union representative may be requested by the teacher to accompany the teacher in such review. The file is not to be taken from the main office.

2. The teacher may submit a written, dated notation regarding any material, and the same shall be attached to the file copy of the material in question.

3. A teacher shall be notified of and requested to sign material placed in his/her personnel file. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

4. If a teacher shall refuse to sign material to be placed in his/her personnel file, it shall be signed by that teacher's union representative. These signatures shall indicate that said teacher has been made aware of this material, but has refused to sign it.

ARTICLE XI DISCIPLINE OF TEACHERS

The Board may adopt reasonable rules and regulations not in conflict with the terms of this agreement governing the discipline of teachers.

A teacher may only be disciplined for cause. The Board shall recognize and subscribe to a policy of progressive discipline, including but not limited to, verbal reprimand, written reprimand, suspension with pay, suspension without pay, or dismissal. A teacher may be disciplined for failure to follow Board policies, rules and regulations, administrative directives, as well as State and Federal law.

Discipline of teachers will be subject to the grievance procedure set forth in this agreement; provided, however, that the Board's decision of the termination of the services of a probationary teacher, or the Board's failure to re-employ any probationary teacher, or place that teacher on a third year of probation will be final and not subject to the grievance procedure.

Nothing contained herein will deprive the Board or the teachers of any rights which they have under the Michigan Teachers' Tenure Act with regard to tenured teachers.

ARTICLE XII TEACHER FACILITIES

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Federation and the Board. They recognize further that facilities should be designed to meet the needs of the educational program.

The school will provide the following facilities insofar as possible:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A staff room containing adequate supplies and equipment, to be used by teaching and support staff, and individual students when accompanied by a staff member, for the preparation of instructional materials. A telephone to be used for work related calls will be available for staff and will be coded for long-distance school related charges only.
3. Adequate lunchroom facilities and well lighted and clean teacher rest rooms, to the extent that these facilities may be provided without cost for construction or renovation of existing facilities.
4. No student will be allowed to enter or work in the staff lounge during the regular school day without the consent of all teachers using the lounge at that time, except if the teacher schedules the lounge for that purpose.
5. In the interest of the health and safety of all students and teachers, the minimum standards for cleanliness as set forth by policy will be adhered to.

ARTICLE XIII USE OF SCHOOL FACILITIES

After the close of school and prior to 6:00 p.m., the Federation will have the right to use the school building without cost at reasonable times, on school days for meetings. The Superintendent of the building in question will be notified in advance of the time and place of all such meetings. All requests for the building use after 6:00 p.m. or on non-school days will conform to board policy. It is understood that the only cost to the Federation will be any additional service costs necessitated by such meetings.

It will be the policy of the Board that bulletin boards in the school will be used for the purpose of displaying educational material and other notices referring to the conduct of educational and student activities; provided, however, that there will be one bulletin board, which will be placed in the staff lounge, or work area, for the purpose of displaying notices, circulars and other teacher organization materials.

The Federation may distribute materials through the teachers' mail boxes if it so desires. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for the Federation or any other teacher organization.

No teacher will be prevented from wearing pins showing membership in the Federation or any other teacher organization.

Teachers will not tutor for pay in the school building during the school year, unless they have the advance approval of the Superintendent. Teachers will not tutor their own pupils for pay during the teachers' work year.

ARTICLE XIV SICK LEAVE

Teachers shall be entitled to fifteen sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick leave days may be accumulated from year to year with a maximum limit of 135 days.

Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.

In the event of absence of a teacher because of illness, in excess of five consecutive working days, the Board may require medical proof of absence.

Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre- and post-natal).

In addition to personal illness or injury, sick leave may be utilized for the following purposes:

1. One day when emergency illness or injury in the family required a teacher to make arrangements for necessary medical and nursing care.
2. A maximum of five days per school year for a critical illness in the immediate family. Further critical illness days may be granted at the discretion of the Superintendent.
3. A maximum of five days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.

4. Any dental or medical appointments, eye examinations, or other health related appointments or consultation.
5. A maximum of three days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Superintendent's office. Examples of such are:
 - a. Emergencies, catastrophe, fire, accident, pallbearer.
 - b. Marriage or graduation of a member of immediate family and/or the employee himself.
 - c. Required court appearance involving no moral turpitude on the part of the employee.
 - d. Child born to wife.
 - e. Immediate member of family leaving for service.
 - f. Religious holidays when school is in session.

Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, and persons living in the same household.

A sick leave bank is hereby established consisting of two days per member of the bargaining unit contributed by the teachers. On the last day of each year, the teachers may contribute sufficient additional days to reestablish the bank at a level equal to two days per member of the unit. The bank shall be administered by equal representation of the Federation and the Board, which shall furnish the Board an annual report on the status of the bank.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

Leaves of absence with pay, chargeable against the teacher's sick leave will be granted as follows:

1. Three days each school year for legal, business, household, or family matters which require absence during school hours. The administration has the right to limit the number of staff taking personal days to the first two applications if more than two people ask for a personal day on the same day. Application for personal leave will be made at least seventy-two hours before taking such leave (except in the case of emergencies).

2. Teachers will be granted a leave of at least one day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any time will be within the discretion of the administration.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.
4. At the beginning of every school year, the Federation shall be credited with three days to be used by a teacher, who is an officer or agent of the Federation, and who agrees to notify the Board no less than forty-eight hours in advance of taking such leave. No more than one person may be absent from the building on such leave at one time.

A maximum of ten days per school year will be granted for persons called in temporary active duty of any unit of the U.S. Reserves of the Michigan National Guard, provided such obligation cannot be fulfilled on days when school is not in session. When missing school, guard or reserve pay will be deducted from school wages.

Teachers will notify the Superintendent immediately upon discovery that leave is required. Leave of absence will be applied for in writing except in case of emergency.

ARTICLE XVI EXTENDED LEAVES OF ABSENCE

The Board agrees that one teacher, designated by the Federation will, upon request, be granted a leave of absence for one school year, without pay or increment, for the purpose of engaging in Federation (local, state or national) activities. The Superintendent will be notified in writing by March 1 of the school year preceding the school year for which the leave is requested.

1. With the approval of the Superintendent of Schools, Educational Leave will be granted with the following conditions:
 - A. No more than one teacher will be absent on Educational Leave at any one time.
 - B. Requests for Educational Leave must be received by the Superintendent in writing in such form as may be required by the Superintendent, no later than March 1 of the school year preceding the school year for which the Educational Leave is requested. Preference in granting such leave will be given on the basis of length of service in the system.

C. The teacher has completed at least five consecutive full school years of service in the Whitefish Township School.

D. Educational leave will be granted without pay.

2. Military leave will be granted (upon receiving notice to report for physical prior to induction) to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, if possible and reasonable, according to law a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two years.

3. An extended child care leave without pay shall be granted to any employee provided that the employee applies at least sixty (60) days prior to the date such leave is to commence, except in the case of emergency. The employee's request for extended child care leave shall include the beginning date of the requested leave, and shall include the employee's date of return.

An extended child care leave MAY be annually renewable with Board approval up to a total of five (5) years, upon the written request of teacher.

A teacher on extended child care leave shall receive health benefits provided for in this agreement for the balance of the semester in which such leave takes effect.

4. A leave of absence without pay or increment of up to one year may, upon the approval of the Superintendent, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the superintendent.

5. The Board will grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than one year nor more than the term of such office.

6. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher will be assigned to the same position, if available, or if not to the nearest equivalent available position.

7. Other leaves of absence without pay or increment may be granted by the Board. No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his/her accumulated unused sick leave benefit, accumulated at the time the leave commenced, will be restored to him/her.

8. All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least sixty days prior to the commencement, except in cases of emergency, and must notify the Board of his/her intention to return from such leave at least sixty days prior to return.

ARTICLE XVII STUDENT CONTROL AND DISCIPLINE

The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. Such support will be provided by the appropriate administrative personnel.

Any student who is determined by the administration, after consultation with appropriate professional people to be incapable of adjusting to the regular classroom, will be removed from such regular classroom if such removal is in conformance with appropriate State laws and regulations.

Within the first week of school, each teacher and parent will be given a set of school regulations concerning student conduct, dress and appearance.

ARTICLE XVIII PROTECTION OF TEACHERS

Any case of alleged assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Board or its designated representative. The alleged assault will be promptly investigated by the Superintendent or designated representative. Under due process of law, the superintendent or designee shall determine a suitable punishment for the assaulting student(s). The decision will be communicated to the teacher concerned.

If the assault is by a person who is not a student, the Board or its representative will promptly report the incident to the proper law enforcement authorities.

In either case (student or non-student) the Board will render all reasonable assistance and information to the teacher in

connection with the handling of the incident by law enforcement, legal, and medical authorities.

During the term of this agreement, the Board will continue in effect its present insurance liability coverage for teachers.

Whenever a teacher is absent from school as a result of personal injuries caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary less the amount of any workman's compensation or other reimbursement made for temporary disability due to such injury for the period of such absence, not to exceed ten school months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Board may, at its option, request a confirming statement from a medical physician. As soon as such teacher is physically able to return to work, he/she shall be restored to his/her previous or equivalent position.

ARTICLE XIX RETIREMENT

ARTICLE XX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The parties recognize that in our rapidly changing society, teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for achieving the optimum in teacher performance and attitudes. Therefore they agree as follows:

1. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend in-services, workshops, seminars, conferences, professional training schools or other professional improvement sessions at the request and/or with the advance approval of the Superintendent. The superintendent's decision shall be final. Each teacher will be allotted an annual amount of \$250.00 to be used at his or her disposal for purposes of professional development. Additional funds may be available upon the approval of the superintendent.

2. Included in the scheduled workdays, there should be at least one in-service Education Day each school year, on which the school will be closed and workshops, seminars, and/or other programs designed to improve the quality of education will be

held. Teacher attendance at these programs, up to the length of a normal workday shall be required.

3. In addition to the present pre-school conference day and post school conference day, there should be at least one in-service education day each school year, on which the school will be closed and workshops, seminars, and/or other programs designed to improve the quality of education will be held. Teacher attendance at these programs, up to the length of a normal workday shall be required.

4. Teacher supervision of student teachers shall be strictly voluntary. At the same time, teachers recognize that active and willing participation in the training and development of qualified new teachers is a basic professional responsibility.

ARTICLE XXI TEACHING MATERIALS

The Board will provide sufficient, up-to-date texts and media in all subjects for each classroom in sets of such numbers as to provide a single copy of the same text for every student.

The Board will provide dictionaries and reference materials at the level needed for each grade.

Prior to changing a textbook or selecting a new textbook, the teachers affected shall be given the opportunity to meet and consult with the Superintendent or his/her designee regarding the proposed change or selection.

Each teacher shall be allotted an annual amount of \$200.00 to be used at his or her disposal for the purpose of purchases related to a teacher's teaching objectives. Examples of such purchases are, but not limited to, books, developmental materials, and classroom materials. Materials are to remain in the district. Additional funds may be available upon the approval of the superintendent.

ARTICLE XXII GENERAL

There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Federation or participation or non-participation in its activities.

Teachers will be informed of the telephone numbers they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it will be the responsibility of the administration to arrange for a substitute teacher.

When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the opening of school, teachers will not be required to report to work. Notice of closing will be given through the local radio stations at the earliest possible time. On such days teachers will be notified via a phone call list or should listen to the local stations.

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

When a teacher speaks or writes as a citizen or as an employee for another employer, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the teacher to make it clear that he/she speaks as an individual and not on behalf of the district.

The Federation will be notified and will have the opportunity to consult with the Board with respect to any contemplated millage increase, prior to public announcement if such consultation can legally be performed.

The Board shall furnish the Federation with the Whitefish Township School Board Policy and will update policy changes.

The Board will, upon written request, provide the Federation with any public documents which will assist the Federation in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

The Federation will be provided, upon request, with copies of minutes of official Board meetings and all other pertinent printed materials that are distributed to Board members as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Federation at the superintendent's office prior to said meeting.

Copies of this agreement will be printed at Board expense. The Board will give a copy of said agreement to each teacher and furnish the Federation with three additional copies.

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found to be contrary to law, that provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXIII DUES DEDUCTION

The Board agrees to deduct from teacher's salaries, dues for the Federation and the Michigan Federation of Teachers as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the appropriate Federations.

UNION SECURITY

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent on their behalf:

- A. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues and assessments.
- B. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the union dues and assessments which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- C. The Employer agrees to notify all employees in the bargaining units (those employed at the time of execution of the agreement or its extensions or renewals, as well as new hires) of the above stated thirty day period, the name(s) of such employee(s) and the date of employment.
- D. Failure within the above-stated thirty (3) days to deliver authorization shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days, it being understood between the parties of this agreement that such requirement is a condition of continued employment with the Employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required

to be paid to the Union by the applicant as a precondition to re-employment.

F. The Federation shall indemnify and save the Employer harmless against any and all claims, demands, suits or judgment damages which may arise from the implementation of this section of the agreement.

The Federation shall certify to the Board in writing the current rate of membership for each of the Federations named above. If any of said Federations shall change the rate of its membership dues, the Federation shall give the Board thirty (30) days written notice prior to the effective date of such change.

Deductions referred to in the first paragraph of this article will be made in twenty (20) equal installments as follows: On the first pay day of the school year and each consecutive pay day thereafter through the 20th pay day. The Board will not be required to honor any deduction or any authorization that is delivered to it later than one week prior to the distribution of the payroll from which the deductions are to be made.

No later than September 30 of each year, the Board shall provide the Federation with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Federations named in paragraph one. The Board will notify the Federation of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Federation concerned in writing by September 30 of each year for that school year's dues.

ARTICLE XXIV REDUCTION IN PERSONNEL

It is hereby specifically recognized that the Board has the right when it is necessary to reduce the educational program, curriculum and staff and the procedures set forth in this policy shall be used in laying off personnel, subject to those limitations expressly set forth in the Master Agreement between the Board and the Federation.

LAYOFF PROCEDURES - In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. Lay off shall proceed on the basis of performance evaluation and inverse seniority. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified, qualified and available to perform the duties of the probationary teacher.

2. If probationary teachers are laid off and the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification and seniority. Layoffs made pursuant to this section shall be made in the inverse order of seniority; i.e., for those with the least seniority are to be laid off first. For the purposes of this policy seniority has been defined to mean the amount of time an individual is employed as a certified teacher within the school district.

3. A tenured teacher who is laid off pursuant to this policy, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority, qualified to mean length of service system and teacher evaluation.

RECALL PROCEDURE - Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified for the vacancy.

ARTICLE XXV MISCELLANEOUS

INDIVIDUAL CONTRACT - The individual contract, executed between each teacher and the Employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article if the individual position is eliminated.

PART TIME REQUEST - The Board may, at its discretion, allow a tenured teacher a reduction of his/her position from full time to part time employment upon receipt of a written request from the teacher to the Board. The employee will present this request to the Superintendent (at least 60 days prior to the date said part time employment is requested to commence). The Whitefish Township School Board may at its discretion consider the request and may, at its discretion, review, approve, reject or modify the request.

A teacher who works less than full time will receive prorated salary and fringe benefits. However, in order to be eligible for said prorated conditions, a teacher's reduced assignment must be at least a half time. The prorated contribution will be paid to a designated carrier for the school district. A person working part time would receive a proportionate increase in the salary schedule if hired for the following year.

For example a teacher 1/2 time in year one and continued in half time in year 2 would only receive 1/2 of the scheduled step

increase otherwise provided a full time teacher. If the 1/2 time teacher continued on part time into a third or more years, the step increase would continue to be 1/2 that of full time teachers.

A teacher who requests and receives part time status may be returned to full time status at the exercise of the board's discretion. The teacher on part time status is also subject at all times to the layoff/recall position of the collective bargaining agreement. In addition, there is no guarantee the part time teacher will have either a part time or full time position or be returned to his/her former teaching assignment for the school year(s) following completion of the approved part time teaching assignment. However, a tenured teacher seeking to return to full time teaching status has priority over a probationary teacher, provided the tenured teacher is certified and qualified for the assignment.

With respect to all requests by a teacher for a change in quantity of teaching assignment, full to part time or part time to full, the board retains full discretion to accept, reject, or modify such requests with regards to making assignments. Factors such as, but not limited to, student enrollment, curriculum needs, availability of certified and qualified personnel (both current and possible future employees), and current and anticipated financial status of the school district.

SPECIAL ASSIGNMENTS -All overnight trips shall be chaperoned by a same sex chaperone. All sporting event trips transporting spectators shall be chaperoned. In the event that no staff is able to chaperone, the Board shall obtain other non-staff chaperones.

The Board will pay a gratuity of \$20.00 per trip or \$40.00 per overnight trip for chaperoning outside normal school hours.

The Board agrees to pay each teacher using his/her own car to transport any student for any authorized school purpose, which is approved by the Superintendent in advance, at the rate allowed by the Internal Revenue Service.

OTHER INCREMENTS TO SALARIES

1. University Studies - After commencement of teaching duties in the Whitefish Township School, the Board agrees to pay the teacher 75% of the cost of tuition up to \$95 per credit hour, up to a limit of, and not to exceed ten credit hours per school year, for courses at accredited colleges or universities for which he/she receives college credit.

- A. Part Time employees working at least half time will have all parts of this section prorated according to job assignment. This includes percent of cost, amount of tuition and credit hour taken.
- B. Teachers hired after June 30, 1995 are limited to job related courses.
- C. Teachers hired at Whitefish Township Community School prior to July 1, 1995 are grandfathered to not be subject to "B" immediately above.

2. Longevity - After ten years of service in the Whitefish Township School, teachers will be granted an additional five hundred dollars (\$500) per contract year, an additional five hundred dollars (\$500) after fifteen years, an additional five hundred dollars (\$500) after twenty years, and an additional five hundred dollars (\$500) after the twenty-fifth year of service in the Whitefish Township Community School.

ARTICLE XXVI INSURANCE FRINGE BENEFITS

The Board will provide MESSA Choices II PPO Health Care Coverage, or comparable coverage, to all bargaining unit members and his/her family. Co-pays on prescriptions shall be \$5.00 for generic drugs and \$10.00 for brand name drugs. The Board agrees to pay up to \$500 annually for out of network costs for all current employees as of July 1, 2005 who have established medical care providers who are not in the network. All employees hired after July 1, 2005 are exempt from this benefit.

In the event that both husband and wife are employed in the Whitefish School district, there will be one family membership.

The Board will provide SET/SEG Ultra Dental 60% incentive plan or comparable coverage for each bargaining unit member.

The Board will provide SET/SEG Ultra Vision, Plan 1 or comparable coverage for each bargaining unit member.

Individuals who are employed on a full time basis may elect to not take their health insurance and substitute a Board purchased annuity in the amount of fifty (50) percent of current single-person premium per month.

Those persons whose spouses are employed by the school district shall receive a Board purchased annuity in the name of the spouse who is not listed as the health insurance insured in the amount of the preceding paragraph.

Sec. 2 In the event a bargaining unit member has exhausted all paid sick leave, or is disabled through an injury or illness covered by our Workman's Compensation, the Employer will continue any medical insurance the Employer is already paying for him/her up to twelve months or until some other insurance such as Medicare/Medicaid start up, whichever is first.

Sec. 3. In the event a bargaining unit member is laid off, terminated or resigns during the school year, the Employer shall continue all insurances paid by the Employer until the bargaining unit member has received the full pro rata portion of the twelve (12) month insurance earned at the time of termination or resignation. For the employee to receive the full pro rata portion of the insurance when resigning, the employee will give the Board at least two (2) weeks notice.

Sec. 4. The Board agrees to provide each employee with the 30 calendar day wait, modified fill, 66 2/3% LTD.

Any changes in insurances will be mutually agreed to by both the Employer and the Federation.

APPENDIX A

The 2008 - 2009 Salary Schedule reflects a one and a half percent (1.5%) increase from the previous schedule. These rates will be retroactive to July 1, 2008.

2008 - 2009 SALARY SCHEDULE

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	\$30,810.35	\$31,888.71	\$33,004.83	\$34,159.99
2	\$32,212.21	\$33,339.64	\$34,506.54	\$35,714.27
3	\$33,677.87	\$34,856.60	\$36,076.58	\$37,339.27
4	\$35,210.22	\$36,442.57	\$37,718.07	\$39,038.20
5	\$36,812.27	\$38,100.70	\$39,434.24	\$40,814.44
6	\$38,487.24	\$39,834.29	\$41,228.50	\$42,671.49
7	\$40,238.41	\$41,646.75	\$43,104.40	\$44,613.05
8	\$42,069.25	\$43,541.68	\$45,065.64	\$46,642.94
9	\$43,983.41	\$45,522.83	\$47,116.14	\$48,765.20
10	\$45,984.65	\$47,594.12	\$49,259.92	\$50,984.01
11	\$48,076.96	\$49,759.65	\$51,501.24	\$53,303.79
12	\$50,264.45	\$52,023.71	\$53,844.55	\$55,729.10

In the event the Board finds it necessary to hire a new teacher at a salary above that on the schedule, the new teacher's salary shall then become the new base and all teachers' salaries shall then be adjusted to the new base.

The 2009 - 2010 Salary Schedule reflects a one and a half percent (1.5%) increase from the previous schedule. These rates will be retroactive to July 1, 2009.

2009 - 2010 SALARY SCHEDULE

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	\$31,272.50	\$32,367.04	\$33,499.90	\$34,672.39
2	\$32,695.40	\$33,839.74	\$35,024.14	\$36,249.98
3	\$34,183.04	\$35,379.45	\$36,617.73	\$37,899.36
4	\$35,738.37	\$36,989.21	\$38,283.84	\$39,623.77
5	\$37,364.46	\$38,672.22	\$40,025.76	\$41,426.66
6	\$39,064.55	\$40,431.81	\$41,846.93	\$43,311.57
7	\$40,841.98	\$42,271.45	\$43,750.97	\$45,282.24
8	\$42,700.29	\$44,194.81	\$45,741.63	\$47,342.59
9	\$44,643.16	\$46,205.67	\$47,822.88	\$49,496.68
10	\$46,674.42	\$48,308.03	\$49,998.82	\$51,748.77
11	\$48,798.11	\$50,506.05	\$52,273.76	\$54,103.35
12	\$51,018.42	\$52,804.07	\$54,652.22	\$56,565.04

In the event the Board finds it necessary to hire a new teacher at a salary above that on the schedule, the new teacher's salary shall then become the new base and all teachers' salaries shall then be adjusted to the new base.

The 2010 - 2011 Salary Schedule reflects a one and a half percent (1.5%) increase from the previous schedule. These rates will be retroactive to July 1, 2010.

2010 - 2011 SALARY SCHEDULE

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	\$31,741.59	\$32,852.55	\$34,002.40	\$35,192.47
2	\$33,185.83	\$34,347.33	\$35,549.50	\$36,793.73
3	\$34,695.79	\$35,910.14	\$37,167.00	\$38,467.85
4	\$36,274.45	\$37,544.05	\$38,858.10	\$40,218.13
5	\$37,924.92	\$39,252.30	\$40,626.14	\$42,048.06
6	\$39,650.51	\$41,038.29	\$42,474.63	\$43,961.24
7	\$41,454.61	\$42,905.52	\$44,407.23	\$45,961.48
8	\$43,340.80	\$44,857.73	\$46,427.75	\$48,052.73
9	\$45,312.81	\$46,898.76	\$48,540.22	\$50,239.13
10	\$47,374.53	\$49,032.65	\$50,748.80	\$52,525.00
11	\$49,530.08	\$51,263.64	\$53,057.87	\$54,914.90
12	\$51,783.70	\$53,596.13	\$55,472.00	\$57,413.51

In the event the Board finds it necessary to hire a new teacher at a salary above that on the schedule, the new teacher's salary shall then become the new base and all teachers' salaries shall then be adjusted to the new base.

The 2011 - 2012 Salary Schedule reflects a one and a half percent (1.5%) increase from the previous schedule. These rates will be retroactive to July 1, 2011.

2011 - 2012 SALARY SCHEDULE

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	\$32,217.71	\$33,345.34	\$34,512.43	\$35,720.36
2	\$33,683.61	\$34,862.54	\$36,082.74	\$37,345.64
3	\$35,216.22	\$36,448.80	\$37,724.50	\$39,044.87
4	\$36,818.56	\$38,107.21	\$39,440.97	\$40,821.40
5	\$38,493.80	\$39,841.08	\$41,235.53	\$42,678.78
6	\$40,245.27	\$41,653.86	\$43,111.75	\$44,620.66
7	\$42,076.43	\$43,549.11	\$45,073.34	\$46,650.90
8	\$43,990.91	\$45,530.60	\$47,124.17	\$48,773.52
9	\$45,992.50	\$47,602.24	\$49,268.33	\$50,992.71
10	\$48,085.15	\$49,768.14	\$51,510.03	\$53,312.87
11	\$50,273.03	\$52,032.59	\$53,853.74	\$55,738.62

In the event the Board finds it necessary to hire a new teacher at a salary above that on the schedule, the new teacher's salary shall then become the new base and all teachers' salaries shall then be adjusted to the new base.

The 2012 - 2013 Salary Schedule reflects a one and a half percent (1.5%) increase from the previous schedule. These rates will be retroactive to July 1, 2012.

2012 - 2013 SALARY SCHEDULE

	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	\$32,700.98	\$33,845.52	\$35,030.12	\$36,256.17
2	\$34,188.87	\$35,385.48	\$36,623.98	\$37,905.82
3	\$35,744.47	\$36,995.53	\$38,290.37	\$39,630.54
4	\$37,370.84	\$38,678.82	\$40,032.58	\$41,433.72
5	\$39,071.21	\$40,438.70	\$41,854.07	\$43,318.96
6	\$40,848.95	\$42,278.67	\$43,758.43	\$45,289.97
7	\$42,707.58	\$44,202.34	\$45,749.44	\$47,350.66
8	\$44,650.77	\$46,213.56	\$47,831.03	\$49,505.12
9	\$46,682.39	\$48,316.27	\$50,007.35	\$51,757.60
10	\$48,806.43	\$50,514.67	\$52,282.68	\$54,112.57
11	\$51,027.13	\$52,813.08	\$54,661.54	\$56,574.70
12	\$53,348.86	\$55,216.07	\$57,148.65	\$59,148.84

In the event the Board finds it necessary to hire a new teacher at a salary above that on the schedule, the new teacher's salary shall then become the new base and all teachers' salaries shall then be adjusted to the new base.

APPENDIX B

EXTRA CURRICULAR

The Board agrees to pay, in addition to their regular salary, the following percentages of BA base salary for special duties to be approved by the Superintendent:

Varsity Basketball	6%	Driver Education	5%
J.V. Basketball	5%	Chorus	3%
Track	3%	Drama Advisor	1.5%
Cheerleading	3.5%	Yearbook	3%
Senior Class Advisor	4%	Student Council	1.5%
Junior Class Advisor	2%	Volleyball	6%
Softball	3%	Elem. Athletic	4%
Athletic Director	6%	Coordinator	
Soccer Coach	5%	Title I Director	\$1,000

The teachers agree that if a teacher is ever removed from an extra-curricular position by the administration, the Board has the right to deny that position to that teacher at any time in the future.

The position of Athletic Director may be renewed yearly for the school year with Board review and approval. The decision to renew or discontinue the Athletic Director position is the sole prerogative of the Board of Education and is not grievable.

The position of Chapter I Director may be renewed yearly for the school year with board review and approval. The decision to renew or discontinue the Chapter I position is the sole prerogative of the Board of Education and is not grievable.

The Board agrees to establish a fund for Academic Coaching whereby an annual minimum of 8% will be dedicated to supporting extra-curricular events not already listed in Appendix B. At the end of the academic year, a committee of 2 teachers and one administrator will solicit and review request for payment from this fund. The committee will recommend which activities to fund and at what rates of pay. These recommendations will be presented to the Board no later than the May meeting.

A list of minimum rules and responsibilities for each extra-curricular position will be given to each teacher prior to or at the time of acceptance of any extra-curricular position. The teacher will be paid at the successful conclusion of the activity.

APPENDIX D

EVALUATION TOOL

Date:

Whitefish Township Community Schools
Formal Teacher Observation

Instructor:

Pre-meeting:

Review expectations and observational procedures.

Points of emphasis:

- Classroom management
- Instructor interaction
- Consistency
- Subject Knowledge
- Instructional techniques
- Students On task/On target

A self-evaluation form will be included in this observation. The instructor will complete this form and forward back to this office. We will discuss this at a post observational meeting no later than:

Individual Development Plan

Observational Notes:

Reference:

See attached lesson plan.

Positive Notes:

Recommendations:

Supervisor

Date

Teacher

Signature indicates receipt of evaluation; any rebuttals must be signed by both parties and attached to the evaluation before placement in the personnel file.

ARTICLE XXVII DURATION OF AGREEMENT:

This agreement shall be effective July 1, 2008 and shall continue in effect until the 30th day of June 2013.

Approved by Board resolution:

Motion by: William Inman

Seconded by: Tammy Bedell

Ayes: 5 Nays: 0

Date: December 9, 2008

Wednesday Keans
Secretary of the Board

Approved by WFT:

Date: December 9, 2008

Sherrie Gentry 12/9/08
President (Date)

Sherrie Gentry 12/9/08
Chief Negotiator (Date)