

**MASTER CONTRACT**  
**BETWEEN THE**  
**WHITTEMORE-PRESCOTT**  
**AREA SCHOOLS**  
**AND THE**  
**WHITTEMORE-PRESCOTT**  
**EDUCATION ASSOCIATION**

**2007 - 2009**

35040  
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WPEA  
EX

## **BOARD OF EDUCATION**

### **STATEMENT OF ASSURANCE OF COMPLIANCE** **WITH FEDERAL LAW**

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

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

## **PUBLIC NOTICE**

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

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

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

**Marilyn D. Herriman**  
**Whittemore-Prescott Area Schools**  
**(517) 756-4175**

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

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

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

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

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

**TABLE OF CONTENTS**

		Page
ARTICLE I	RECOGNITION	1
ARTICLE II	TEACHER'S RIGHTS	3
ARTICLE III	PROFESSIONAL COMPENSATION	4
	SALARY SCHEDULE	13
	EXTRA-CURRICULAR SALARY SCHEDULES	14
ARTICLE IV	TEACHING HOURS	17
ARTICLE V	TEACHING LOADS, TRANSFERS AND ASSIGNMENTS	18
ARTICLE VI	TEACHING CONDITIONS	20
ARTICLE VII	VACANCIES AND PROMOTIONS	21
ARTICLE VIII	LAYOFF AND RECALL	22
ARTICLE IX	LEAVES OF ABSENCE	23
ARTICLE X	TEACHER EVALUATION	26
ARTICLE XI	PROTECTION OF TEACHERS	27
ARTICLE XII	NEGOTIATIONS PROCEDURES	28
ARTICLE XIII	PROFESSIONAL GRIEVANCE PROCEDURE	29
	GRIEVANCE FORMS	33
	REQUEST FOR PERSONAL LEAVE DAY	35
ARTICLE XIV	SCHOOL CALENDAR	36
ARTICLE XV	EFFECTIVE DATE	36

# MASTER CONTRACT

## AGREEMENT

This Agreement entered into this 20 day of August, 2007, by and between the Whittemore-Prescott Area Schools Board of Education, hereinafter called the "Board" and Whittemore-Prescott Education Association, hereinafter called the "Association."

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

## WITNESSETH

The parties subscribe to the following principles:

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

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

## ARTICLE I RECOGNITION

### A. EXCLUSIVE REPRESENTATIVE

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

The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

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

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

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

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

## **B. ENFORCEMENT**

Since this is a joint contract between the Whittemore-Prescott Education Association and the Whittemore-Prescott School Board, both parties will cooperate and take equal responsibility for the enforcement of Article I, Section B, Subsection 1.

Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under Michigan School Laws including the Revised School Code. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.

**C. CERTIFICATION**

Teachers are professional employees with the responsibilities of maintaining current certification.

**D. SCHOOL IMPROVEMENT PARTICIPATION**

Given the requirements of Section 1277 of the Revised School Code, 1990 PA 25, as amended the Board recognizes the importance of everyone's input into the educational policies and practices at Whittemore-Prescott and shall make every attempt to insure that all segments of the educational community have input into that process. The Superintendent of Schools will be the monitor of this process and will make recommendations to appropriate program administrators to insure that the qualifications required by law are met concerning this issue.

**ARTICLE II  
TEACHER'S RIGHTS**

**A. RECOGNITION OF RIGHTS**

Pursuant to Act 379 of the Public Acts of 1965, (the Public Relations Employment Act) the Board hereby agrees that every employee of the Board recognized in Article I, Paragraph A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection.

**B. MICHIGAN EMPLOYMENT RELATIONS COMMISSION**

The Board and the Association specifically recognizes the right to appropriately invoke the assistance of the Michigan Employment Relations Commission (MERC) including mediation and fact finding.

**C. FACILITY USE**

The Association and its members shall have the right to use school buildings and facilities in accordance with set School Board Policies.

**D. INFORMATIONAL REQUESTS**

The Board agrees, in response to request of the Association, to make available within one week information concerning the financial resources of the district, tentative budgetary requirements and allocations which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of its members. This information shall be available in the Board Office and under the direction of the Superintendent of Schools. Also available shall be information which may be necessary for the Association to process any grievance or complaint of a teacher with written permission of the involved teachers, except confidential information. This does not require the Board to compile information.

**E. DISCIPLINARY ACTION**

If a teacher is to be disciplined, suspended, discharged or reprimanded by the Board or its agents, he or she shall be entitled to have a requested representative of the Association present. No employee will be suspended, reprimanded or discharged without just cause (referencing Daugherty 7 tests) and due process. This does not apply to probationary teacher non-renewal for the first two years of probation. The disciplinary history of the employee will be considered when determining the appropriateness of such discipline. A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

1. Oral Warning
2. Oral Reprimand (documented)
3. Written Reprimand
4. One day suspension without pay
5. Three days suspension without pay
6. Further suspension without pay up to and including discharge

No suspension shall adversely affect any other rights or benefits under this agreement. The parties recognize that the severity of an offense may accelerate the above progression of disciplinary steps.

**F. SENIORITY LIST**

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

**ARTICLE III  
PROFESSIONAL COMPENSATION**

**A. SALARIES**

The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in the terms of the Agreement. It is agreed, that if the term of this Agreement exceeds one (1) year, either party may request the reopening of



said salary schedules by written notice to the other party at least sixty (60) days prior to the first of April of every year of this Agreement.

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

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

**B. TUITION REIMBURSEMENT**

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

**D. MEET AND CONFER**

The parties further agree to meet and confer should the District experience financial exigencies and request that the Association assist in addressing and remediating exigencies.

**E. CONTINUING CERTIFICATE**

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

**F. MISCELLANEOUS BENEFITS**

1. The Board of Education shall provide for the employee an insurance package as follows:

MESSA PAK Choices II PPO with, \$5/\$10 RX

LTD - 60% of Max Eligible Salary, Maximum Monthly Benefit  
\$2,500.00; Max Eligible Monthly Salary \$4,167.00  
LIFE INSURANCE - \$20,000  
ACCIDENTAL DEATH & DISMEM. - \$20,000  
VISION - VSP 3  
DENTAL - 80/80/80:\$2,000 ANNUAL MAX.  
80:2,000.00 Lifetime Max  
Two Cleanings per Year  
No Adult Orthodontics

Any changes in the coverage must be with mutual consent.

2. WPEA staff under this agreement will be responsible for paying 1/12 of the annual premium for the health coverage indicated above. For the 2007/2008 school year, certified staff will pay \$113.62 per month (\$1,363.44 annually). The Board will be responsible for paying \$1,249.76 per month. The Board shall payroll deduct the employee's cost of the health insurance premium rate using the cafeteria plan in place.

THE PARTIES AGREE TO MEET AND REVIEW VARIOUS OTHER  
INSURANCE OPTIONS AND PROGRAMS AVAILABLE DURING THE  
LIFE OF THIS AGREEMENT.

**EMPLOYEES NOT WISHING ABOVE INSURANCE**

**PLAN "B"**

3. The Board shall provide without cost to the employee not wishing to take Plan "A," a Plan "B" as follows:

Any changes in coverage must be with mutual consent.

LTD - 60% of Max Eligible Salary, Maximum Monthly Benefit  
\$2,500.00; Max Eligible Monthly Salary \$4,167.00  
LIFE INSURANCE - \$30,000  
ACCIDENTAL DEATH & DISMEM. - \$30,000  
VISION - VSP 1  
DENTAL - 50/50/50:\$1,000 ANNUAL MAX.  
50:1,200.00 Lifetime Max  
Two Cleanings per Year  
No Adult Orthodontics

The above Option B package will be paid by the Board. An additional \$150/MO. will be paid by the Board as a cash option in accordance with the plan adopted by the Board pursuant to section 125 of the Internal Revenue Code. Employees may use the cash option to purchase annuities. Annuity plans available are:

American United Life  
Capital Guardian Trust Co.  
Design Underwriting  
Equitable  
Farm Bureau Ins.  
Jackson National Life  
Janus Service Group  
Legends Group  
Penn Mutual  
Paradigm Equities  
USAA Insurance  
Valic

#### ***OTHER BENEFITS***

##### **G. WORKERS COMPENSATION**

If a teacher is receiving workers compensation benefits due to an on-the-job injury, the board shall pay the difference between the teacher's regular salary and the workers compensation benefits for the period ending the date that the teacher becomes eligible to receive long term disability benefits or the date which falls thirty (30) days after the teacher's accumulated sick leave is exhausted, whichever occurs sooner. The board, teacher and Association shall take an active part regarding settlement of any workers compensation claim.

##### **H. PROFESSIONAL ASSOCIATION DAYS**

Will be granted with full pay and shall not count as personal leave, at the discretion of the Superintendent.

##### **I. PROFESSIONAL DAYS**

Mileage may be paid, if school car is not used, at the discretion of the Superintendent.

##### **J. PAYROLL ADJUSTMENTS AND HOURLY WAGES**

Will be based on 191 days for the term of this Agreement according to the following calculation: 180 schools days plus the paid holidays, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and five in-service days. Contracts will be issued based on number of days listed above.

##### **K. SICK LEAVE**

Sick leave shall be fifteen (15) days per school year and seventeen (17) days for twelve month employees. Three (3) of these days shall be allowed for personal business. These days may accumulate to one hundred (100) sick days.

Teachers' contracts may be based on 21 pays or 26 pays at the option of the teacher. Sick leave days shall accumulate as follows: 2 days in September, 2 days in October, 2 days in November, 1 day in December, 2 days in January, 2 days in February, 1 day in March, 1 day in April and 2 days in May. The days shall be accumulated on the first day of each month. All 12 months employees must be paid on the 26 pay system.

**L. UNUSED SICK LEAVE REIMBURSEMENT**

For any unused sick day over the 100 accumulated days, teachers or their beneficiary will be reimbursed \$35 per day at the end of each school year. The number of accumulated sick days shall be stated on the first paycheck stub of each year.

**M. SICK DAY REIMBURSEMENT AT SEPARATION**

The Board shall reimburse the teacher or his/her beneficiary at separation for each unused sick day up to a maximum of 100 days. A minimum of 45 days is required for payment. To receive separation pay the following criteria must be met:

1. The teacher must meet the retirement guidelines of Michigan Public School Employee Retirement System (MPSERS). The money from the sick day reimbursement may be used to satisfy MPSERS guidelines.
2. The teacher must have a minimum of 10 years of service at Whittemore-Prescott Area Schools.
3. The teacher must have at least 45 unused sick days accumulated.
4. The request for payment must be made to the board according to the following schedule.

<u>Notification Date</u>	<u>Amount/Day</u>	<u>Maximum Amount</u>
By April 1	\$110.00	\$11,000.00
By May 1	\$105.00	\$10,500.00
By Last teacher workday up to 1 <sup>st</sup> day of following year.	\$100.00	\$10,000.00

The teacher will have the option of a lump sum payment by June 30<sup>th</sup> of the current year, or after January 1 and before January 31 following the year of separation, or to use it to purchase years of Universal Service Credit. If used to purchase years of service, the amount must be paid by the last teacher workday of the current year.

All teachers meeting the criteria above will receive this payment.

**N. JURY DUTY**

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

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

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

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

**O. EXPERIENCE CREDITS**

The Board shall have discretion to grant experience credit on the salary schedule when hiring new teachers. There shall be no limit upon the amount of salary schedule experience credit which may be given for experience in an accredited school for teachers who did not forfeit tenure in the previous school. No more than five (5) years of salary schedule experience credit will be given to teachers for experience in a non-accredited school or teachers who forfeited tenure in the previous school.

**P. PRO-RATED TIME**

Teachers working for more than the regular school year will be paid in accordance with the pro-rated salary schedule and time worked. These would include: the teachers of home economics, counselor and librarian. In order to qualify for this extra salary, these teachers must be in regular teaching situations and not in jobs that can be done by non-professional employees.

**Q. QUALIFICATIONAL REQUIREMENTS**

No new teacher will be employed by the Board for a regular K-12 teaching assignment who does not possess a bachelor's degree from an accredited college or university, a provisional, a permanent, or a continuing certificate, and a prescribed student teaching experience under the direction of a certified teacher or teachers in a K-12 district. Except in the area of special vocational programs, every effort will be made to hire a teacher with a bachelor's degree. If there are two qualified candidates, preference will be given to the person with a bachelor's degree. This section shall not be construed as limiting the Board's right to hire non-certified teachers in accordance with Section 1233 of the Revised School Code.

**R. EXTRA-CURRICULAR ITEMS**

Extra-curricular items may be included in the contract, but are not actually paid to the teacher until the activity has been terminated or at the end of the school year, provided

the activity has been satisfactorily carried out. If the activity is not completed satisfactorily, the teacher shall be notified within five (5) work days of completion of the items that need attention. Otherwise the activity shall be considered successfully completed. This is to be determined by the superintendent, principal, and, in the case of a person in athletics, the athletic director. These persons would also have the responsibility of counseling a teacher if said teacher is not working up to standard in the assigned capacity.

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

S. **PERSONAL CAR USE**

Teachers, who use their personal car for school business, or to drive between buildings as part of their assignment, shall be entitled to compensation. The Board will reimburse at the current IRS rate for mileage. This reimbursement must be approved in advance by the Superintendent and used only when a school vehicle is not available.

T. **TIME OF DISBURSEMENT**

Disbursement of salaries which has as a matter of past practice (and not in conflict with language elsewhere) been made on salary paydays shall be made no later than two (2) weeks from date of satisfactory completion. All other reimbursement except tuition shall be made within thirty-five (35) days from completion or application to the Superintendent. Tuition shall be paid twice per year – October and February.

U. **DEPARTMENT HEADS**

(Department Head choices should encourage rotation throughout the staff, but is not mandatory)

- 1 Responsibilities for Secondary Department Chairs; Junior High and High School – each building has a department chair for each department. (Must be a Tenured Teacher – Not less than 5 departments):
  - a. Responsible for preparing requisition lists for texts, materials, and supplies for *their individual department*.
  - b. Keep a running record of material available for each department. Have that inventory available for administration.
  - c. Coordinate Department meetings with Administration concerning programs and practices within the Department and School Administration.
  - d. Act as liaison between Administration and members of their Department.
  - e. Aid new members of the staff who may not be acquainted with the programs

and practices within the Department and school administration.

2 Responsibilities for Elementary Grade Level Department Chair (One per Grade Level (Must be a Tenured Teacher)):

- a. Responsible for preparing requisition lists for texts, materials, and supplies for their individual department.
- b. Keep a running record of materials available for their department; have that inventory available for administration.
- c. Coordinate grade level meetings with Administration concerning programs and practices within the grade level and school administration.
- d. Act as liaison between Administration and their Department.
- e. Aid new members of the staff who may not be acquainted with the programs and practices with the department and school administration.

3 Responsibilities of Early Childhood: Chair: (Must be tenured teacher):

- a. Responsible for preparing requisition lists for tests, materials, and supplies for their individual department.
- b. Keep a running record of materials available for each grade level. Have that inventory available for Administration.
- c. Coordinate grade level meetings with Administration concerning programs and practices within the grade level and school administrator.
- d. Act as liaison between Administration and their Department.
- e. Aid new members of the staff who may not be acquainted with the programs and the practices within the Department and within the school district.

4 Selection of the Department Head in the Junior High and High School shall be as follows:

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

5 Selection of the Department Head – Elementary Grade Level

- a. Each teacher shall be assigned to either an Early Childhood, 1-3 or 4-5 assignment.
- b. Teachers within each department shall recommend two candidates for building head, who will be appointed by the superintendent and building administrator.
- c. Position is a non-tenure assignment.

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

7 Pay for Department Chair/Grade Level Chair/Building Head:

High School	\$250
Jr. High	\$250
Elementary Grade level	\$250
Early Childhood	\$250

Said payments can be paid only at the end of the year after all duties are successfully completed. Successful completion to be determined by an overall evaluation (oral and/or written) by the Superintendent and Building Administrator.

V. LONGEVITY

1. All longevity payments will become part of the teacher's base salary and are based upon the following schedule.

Step 15 (Eligible after 14 years with the district) = Step 11 + \$1,000.00

Step 20 (Eligible after 19 years with the district) = Step 11 + \$1,800.00

Step 25 (Eligible after 24 years with the district) = Step 11 + \$2,600.00



**SALARY SCHEDULES 2007-2008**

**Teacher Salary Schedule 2007/08**

**Steps 1 - 9 0%**

**Add \$300 to Step 10**

**Add \$565.00 to Step 11 (Step 10 \$300 plus \$265)**

Step	BS	BS+20	BS+30	BS+50	BS+60
			or MA	MA+20	MA+30
1	32148	33251	34372	35502	36618
2	33925	35091	36268	37461	38635
3	35798	37031	38271	39523	40773
4	37770	39070	40383	41705	43020
5	39855	41220	42610	44005	45387
6	42046	43495	44955	46427	47889
7	44364	45891	47432	48987	50530
8	46808	48412	50045	51998	53311
9	49383	51082	52797	54529	56244
10	51201	52924	54666	56423	58164
11	53240	55000	56775	58568	60343

**EXTRA-CURRICULAR SALARIES**

**ATHLETICS**

2003-2004 BASE SALARY: \$4,869  
2004-2005 BASE SALARY: \$5,015  
2005-2006 BASE SALARY: \$5,015

LONGEVITY: AN ADDITIONAL 2.5% AFTER 5 YEARS  
AN ADDITIONAL 5.0% AFTER 10 YEARS  
AN ADDITIONAL 2.5% AFTER 15 YEARS  
10.0%

<b>ACTIVITY</b>	<b>BASE%</b>
HEAD FOOTBALL	95.0%
VARSIFY ASSISTANT FOOTBALL	70.0%
J.V. FOOTBALL	65.0%
J.H. FOOTBALL	35.0%
HEAD GIRLS' BASKETBALL	95.0%
J.V. GIRLS' BASKETBALL	70.0%
J.H. GIRLS' BASKETBALL	35.0%
CROSS COUNTRY (BOTH)	70.0%
HEAD VOLLEYBALL	85.0%
J.V. VOLLEYBALL	65.0%
FRESHMAN VOLLEYBALL	40.0%
HEAD WRESTLING	85.0%
ASSISTANT WRESTLING	60.0%
HEAD BOYS' BASKETBALL	95.0%
J.V. BOYS' BASKETBALL	70.0%
FRESHMAN BOYS' BASKETBALL	45.0%
J.H. BOYS' BASKETBALL	35.0%
HEAD BASEBALL	75.0%
JV BASEBALL	60.0%
HEAD SOFTBALL	75.0%
JV SOFTBALL	60.0%
HEAD TRACK	70.0%
TENNIS	70.0%
HEAD SOCCER	70.0%
JUNIOR HIGH TRACK (BOTH)	25.0%
FALL CHEERLEADING	35.0%
WINTER CHEERLEADING	40.0%
J.H. WINTER CHEERLEADING	30.0%

## EXTRA-CURRICULAR SALARIES

### NON-ATHLETIC

2002-2003 BASE SALARY: \$4,654  
2004-2005 BASE SALARY: \$5,015  
2005-2006 BASE SALARY: \$5,015

LONGEVITY: AN ADDITIONAL 2.5% AFTER 5 YEARS  
AN ADDITIONAL 5.0% AFTER 10 YEARS  
AN ADDITIONAL 2.5% AFTER 15 YEARS  
10.0%

<u>ACTIVITY</u>	<u>BASE%</u>
YEARBOOK	65.0%
H.S. STUDENT COUNCIL	35.0%
J.H. STUDENT COUNCIL	20.0%
SENIOR BAND	60.0%
JUNIOR BAND	30.0% or (15%)
PEP BAND	25.0%
FFA	40.0%
FCCLA	40.0%
SENIOR ADVISOR	60.0%
JUNIOR ADVISOR	60.0%
ALTERNATIVE EDUCATION ADVISOR	45.0%
SOPHOMORE ADVISOR	30.0%
FRESHMAN ADVISOR	30.0%
6TH GRADE ADVISOR	10.0%
8TH GRADE ADVISOR	25.0%
7TH GRADE ADVISOR	25.0%
NATIONAL HONOR SOCIETY	35.0%
KNOWLEDGE BOWL	35.0%
SCIENCE OLYMPIAD	40.0%
S.A.D.D.	25.0%
VARSITY CLUB	35.0%
FRENCH CLUB	25.0%
DRAMA CLUB	60.0%
JUNIOR HIGH DRAMA CLUB	30.0%
MEAP DISTRICT COORDINATOR	25.0%

Coaches/sponsors of athletic or non-athletic extra curricular activity that extend beyond the regular schedule through Board approved competition will receive additional compensation as listed:

	Head Coach	Varsity Assistant	*Head Coach	*Assistant Coach
District Team Championship:	\$250	\$200	NA	NA
Regional Team Championship:	\$300	\$250	\$300	\$250
State Team Championship or Runner Up:	\$400	\$300	\$400	\$300

\*Competitions where districts are not held.

- Teachers/coaches may be paid on a pro-rated basis before their extra-curricular activity is completed if unforeseen circumstances\* make it impossible for him/her to complete their assignment. (*\*Illness, death, accident, termination of employment.*)
- Teachers in a year-long activity (i.e., Yearbook) may have the option of half payment at the end of their first semester and half payment at the end of the second semester.
- All employees with extra-curricular duties shall be paid on the B.S. Salary Schedule.
- Other activities not included shall be determined by committee of the WPEA and the Superintendent.
- These percentages shall include the extra week of football in the fall, and any extra tournament play in the spring sports schedule. It shall also include extra band performances during the summer and getting ready for all football half-time shows.
- Within ten (10) days after an extra-curricular activity has ended, the Superintendent or his designee must notify, in writing, the coach, advisor and sponsor that he/she will not be recommended to the Board at a regularly scheduled meeting for that position for the next school year. Extra-curricular activity assignments are non-tenure assignments. The Board shall have the discretion to not employ or re-employ a teacher in an extra-curricular assignment. Following the regular Board meeting, the coach, advisor, or sponsor will within ten (10) days notify the Superintendent, or his designee, his or her acceptance or rejection of said activity. Except for those positions directly connected with an assigned class (e.g., band, choir, yearbook, play/drama) any assignment in addition to the normal teaching schedule during the regular school year (e.g., driver education, coaching positions) shall not be obligatory, but shall be with consent of the teacher.  
Senior Band extra curricular shall also include the performance of the choir during concert programs. If Junior Band performance occurs on the same evening as the Senior Band, then the Junior Band reimbursement shall be reduced to 15% of base. The elementary music teacher will be responsible for an after school elementary performance for each grade level. A job description will provide additional clarification.
- There will be a minimum job description available for all extra-curricular activities,

which if not completed, their pay will be pro-rated accordingly.

**ARTICLE IV  
TEACHING HOURS**

**A. TEACHING HOURS**

The teacher's normal teaching hours in the Whittemore-Prescott Area School shall be as follows:

1. Teachers will check into their classrooms 15 minutes prior to the beginning of the school day.
2. Teachers will remain at the school at least 15 minutes after school is dismissed.
3. Unless permission is granted by the building principal, teachers shall leave no earlier than the above time.

**B. ELEMENTARY PREPARATION TIME**

Elementary teachers shall be entitled to two and one-half (2.5) hours of preparation time per week as scheduled by the building principal unless there are no non-certified personnel to supervise the building. In the event that all or any portion of said preparation time is used while students are on recess and there are no non-certified personnel to supervise the recess(es), faculty members may only then be asked to supervise the playground area and they shall be paid on the B.S., Step 1 scale, prorated (187 days/6 hours per day). When volunteers are not numerous enough, members of the staff at that building shall be assigned on a rotating basis. Noon recess shall be duty free. In the event that a teacher's preparation time falls below two and one-half (2.5) hours in any given week, the teacher will be paid for the lost time at the rate stated above.

**C. MIDDLE & HIGH SCHOOL PREPARATION TIME**

Middle School and high school teachers shall be entitled to one (1) preparation period per day with said preparation time being no longer than fifty-five (55) minutes per day. However, in the event substitute teachers are not available to substitute for other faculty who are absent, teachers on preparation period may be asked to substitute. They shall be paid on the B.S., Step 1, prorated (187 days/6 hours per day).

**D. BUILDING MEETINGS**

Teachers may be required to attend building meetings whenever requested by the building principal but not to exceed three (3) per month. It shall be the administration's responsibility that all teachers are notified (except in cases of emergency) at least three days in advance of any meeting. Teachers are required to attend building meetings except those absent from school that day or those excused by the administration.

**ARTICLE V**  
**TEACHING LOADS, TRANSFERS AND ASSIGNMENTS**

**A. DEFINITIONS**

A transfer shall be defined as a change from one building to another. A reassignment shall be defined as a change in the teacher's grade assignment in the elementary school grades and a change in the teacher's subject assignments in the secondary and middle grades.

**B. DISTRIBUTION OF WORK**

The Board shall hold the administration responsible for the equitable distribution of work among members of the staff.

**C. CLASS PERIODS**

Wherever possible, teachers shall teach no more than six periods where a secondary day consists of seven periods, or no more than five periods where a secondary day consists of six periods. In the event that the district adopts the "block scheduling" concept, the Association agrees that each teacher will receive the equivalent of five periods of release time (no scheduled class) per week as was scheduled during the 1997-1998 school year. No teacher in the secondary schools shall have more than four preparations per marking period unless requested by the teacher.

**D. SUBSTITUTES**

The Superintendent of Schools shall maintain an active list of persons qualified to act as substitute teachers.

**E. ASSIGNMENT WITHIN SCOPE OF TEACHING CERTIFICATE**

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned outside of the scope of their teaching certificates except where non-certified teachers are employed in accordance with Section 1233 of the Revised School Code. It should be further understood that the number of semester hours in major or minor fields of study should be determinants of teaching assignments, as prescribed by the State of Michigan Accreditation Program.

**F. NOTIFICATION OF TRANSFER**

The Superintendent of Schools shall be responsible for the transfer of all faculty personnel. Whenever a teacher is transferred to a different school building, he/she shall be notified no less than 45 days prior to such transfer (unless student enrollment fluctuations make it impossible to do so or because of cutbacks due to financial difficulties), and may request a consultation with the Superintendent of Schools.

Teachers who will be affected by a transfer or change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary and middle school grades will be given written notice and consulted with by their building principals as soon as possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

**G. ASSIGNMENTS**

All teachers shall be given written notice of their class assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible and in any event no later than 14 days prior to the start of school.

**H. CLASS SIZE**

1. Because the pupil-teacher ratios are an important aspect of an effective educational program, the parties agree that class size should be lowered whenever or wherever possible with the following maximums recommended.

- |    |                          |                       |
|----|--------------------------|-----------------------|
| a) | Young 5's & Kindergarten | 23 students           |
| b) | Grades 1-3               | 25 students           |
| c) | Grades 4-5               | 28 students           |
| d) | Grades 6-12              | 150 students per day* |

\*Music and Physical Education classes excluded.

2. It is further understood that Kindergarten and Young 5's teachers will be paid one-half (1/2) the amount noted below for each of the two (2) sections taught by the teacher which exceeds these maximums averaged over the total day's time.

3. For teachers in Young 5's through 5th grade, a payment of Three Dollars (\$3.00) per student per day shall be incurred whenever teachers have more than the number of students specified above, up to and including three (students). A payment of Two additional Dollars (\$2.00) per student per day will be paid on the fourth and above students.

*Example:*

1-3 students overload                      \$3.00 per day  
4 student overload                         \$5.00 per day\*\*

\*\* Calculation: 1-3 students = \$3.00 per student/day  
4 students = \$2.00 additional per student/day

4. Teachers in grades 6-12 shall be paid at a rate of Three Dollars (\$3.00) per student for each day the limits are exceeded.

5. No overload pay will be paid to a teacher with a full-time aide for the class(es) in which there is an overload.

6. For the class(es) in which there is an overload, one-half (1/2) overload pay will be

paid to teachers with a half-time aide. In the case of a Title I aide, the "no overload pay" portion of this Section does not apply.

7. Given that "Inclusion" is an educational philosophy and practice in Michigan's public schools, data concerning time restraints, pupil-teacher ratios, and time on task is inconclusive.

**I. TEAM TEACHING**

When working in a team teaching situation, the special education teacher and the regular education teacher will formulate the team's guidelines and responsibilities. The written guidelines and responsibilities must be submitted to the building administrator and the Special Education Director for approval prior to implementation.

**ARTICLE VI  
TEACHING CONDITIONS**

**A. PHILOSOPHY**

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

1. We believe provisions should be made for the under achiever, the poorly motivated, or the hyperactive child, in classes having a lower pupil-teacher ratio, which would help these children take full advantage of the educational opportunities provided in the community.
2. We continue to encourage experimentation with class size where careful consideration is given to the age, intellectual maturity, and motivation of the students.

**B. BUS DRIVING**

Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

**C. REST ROOMS**

The Board shall make available rest rooms and lounge facilities in each building.

**D. PARKING**



Adequate parking facilities shall be provided for teacher use.

**E. OFF DUTY ACTIVITY**

Teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.

**F. EXTRA-CURRICULAR ACTIVITIES**

Both parties recognize that teacher participation in extra-curricular school connected activities is important and will encourage such participation.

**G. DISCIPLINE**

If a teacher is to be disciplined or reprimanded by the Board of Education or its agents, the teacher shall be entitled to have a representative of its Association present. See Article II E.

**H. TELEPHONE**

The Board shall make a phone available to the teachers for their professional use. The phone shall be located in the library office, for complete privacy.

**I. DRESS CODE**

Appearance affects how we are perceived by students and parents. All employees will dress as professionals in clothing that is appropriate to the school setting. Clothing that may be considered inappropriate could include, but is not limited to, short skirts, low tops, spandex, offensive or abusive content. Casual clothing, including shorts, may be allowed in certain circumstances such as field trips, messy projects, and field days. Blue jeans will be allowed on Fridays, paired with tops containing school colors, higher education and others supporting education.

**ARTICLE VII  
VACANCIES AND PROMOTIONS**

**A. POSTING**

Whenever any vacancy in the Association shall occur, the Board shall post such notice of vacancy in each building for five (5) days and give written notice to the Association. If a vacancy occurs when school is not in session, the Board shall mail within five (5) days of the expiration of the posting, notice to each member. The Board may make temporary appointments for such vacancies.

**B. CRITERIA**

Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to consider professional background and qualifications of all applicants. The Board recognizes and supports the idea of promotion from within its own teaching staff when consistent with the best interests of the school system. The Board shall classify any position as being administrative or teaching. The Board's decision regarding the filling of Administrative vacancies shall be final and not subject to the grievance procedure.

**ARTICLE VIII  
LAYOFF AND RECALL**

**A. GENERAL**

It is within the sole discretion of the Board to reduce the number of teachers at such time as the Board may deem appropriate. In the event it becomes necessary to reduce the number of teachers, the following procedure will be followed:

1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced or continued.
2. Teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified to be employed in the specific position held by the teacher with less seniority. Provided, further, that this procedure shall be subject to the Michigan Teacher's Tenure Act.
3. The Board shall take formal action in order to effectuate the layoff of a teacher. Teachers to be laid off shall be notified in writing of such layoff thirty (30) calendar days in advance of the effective date of the layoff.

**B. SENIORITY DEFINED**

"Seniority" shall be defined as the length of continuous service with the school district since the last date of hire. Periods of time spent on leaves of absence shall not constitute a break in continuous service and seniority shall accrue during such periods. For purposes of this article only, service at less than the full teacher load shall count as if the service was at the full teaching load. Seniority will be in order of Board hire.

**C. SENIORITY LIST**

A *Whittemore-Prescott Education Association* bargaining unit seniority, based on the length of continuous service within this district shall be established. The seniority list shall also contain information regarding the employees' certification. The Association

shall have thirty (30) days from receipt of the list to object. Any objection must be in writing. Failure to object shall be construed as an agreement that the list is accurate.

**D. CERTIFICATION**

The certification of a teacher to be laid off shall be the certification on file with the Board at the time the notice of layoff is sent. The certification of a teacher to be recalled from layoff shall be the certification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

**E. RECALL**

Teachers on layoff shall be recalled in order of greatest seniority, provided the more senior teacher(s) are certified for the vacancy or vacancies to be filled.

**F. NOTICE**

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

**ARTICLE IX  
LEAVES OF ABSENCE**

**A. MEDICAL LEAVE**

Medical leave (without pay) shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor (in writing). Such leave shall not exceed one year plus the balance of the unfinished year. If the teacher has completed one semester, or more of the year, one increment will be granted.

**B. MILITARY LEAVE**

Any regular employee who may enlist during a national emergency or prior to being

drafted, or be conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary schedule, upon written request supported by complete proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

**C. SABBATICAL LEAVE (WITHOUT PAY)**

To encourage professional growth, a teacher who has taught three or more years in the system may be granted a leave of absence not to exceed one year for advanced professional training or academic travel, on the recommendation of the Superintendent of Schools, and with approval of the Board. An increment shall be allowed for the year of advanced professional training or academic travel or advancement of the professional level on the salary schedule.

**D. SPECIAL LEAVES**

The Board may grant on request a special leave of absence when appropriate circumstances warrant.

**E. GENERAL REGULATIONS AFFECTING LEAVE OF ABSENCE**

1. **Leave of Absence – Extension.** A leave of absence may be extended at the discretion of the Board.
2. **Application for Return.** Application for return from leave of absence shall be filed with the Superintendent of Schools by October 1, if the return is to take place with the beginning of the second semester, and June 1 if the return is to take place with the beginning of the first semester.
3. **Qualifications for Return.**
  - a. **Qualifications.** Competent proof must be given to the Board that the teacher applying for return from leave of absence is competent and qualified to perform the duties of a teaching position for which an application is made
  - b. **Policy and Intent.** It is the intent and it shall be the policy of the Board to return a teacher on leave of absence to the same position, status and pay, unless circumstances make it impossible to return the teacher to a position of like nature. In addition, a teacher will be granted an increment if not at the maximum step.

**F. USE OF SICK LEAVE AND PERSONAL BUSINESS DAYS**

1. Sick leave may be used for:

- a. Funeral of a member or members of the immediate family. Up to five days may be used for each bereavement period.
  - b. Care of immediate family until arrangements can be made, but not to exceed five school days for each case. Any additional days are to be approved by the Superintendent.
  - c. Your own illness; after five consecutive days of illness, the Superintendent may require a doctor's statement of condition to return to work.
  - d. Maternity - - Maternity sick leave will commence when the teacher and her attending physician determine she is no longer physically able to perform her duties and shall last after the termination of the pregnancy until such time as in the opinion of her physician she is able to adequately assume her regular teaching duties.
  - e. Adoption - - a maximum of 35 days. Provided the leave is not qualifying leave under The Family and Medical Leave Act.
2. Personal Business Days

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

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

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

No personal business days or sick days shall be charged against a teacher when school is

not in session.

## ARTICLE X TEACHER EVALUATION

### A. KNOWLEDGE OF TEACHER

All formal monitoring or observing the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The current teacher evaluation form (Appendix A) will be used in the evaluation of all teachers.

### B. PROCEDURE

The teacher's immediate supervisor shall acquaint the teacher with the observation and evaluative procedures and form within the first two (2) weeks of the school year. Formal observation shall begin after the second (2nd) week of the school year for non-tenured teachers and after the fourth (4th) week of school for tenured teachers. The teacher shall be observed and evaluated in his/her major or minor field. If a teacher is not teaching in either his/her major or minor, he/she shall be observed and evaluated in his/her primary teaching assignment.

### C. OBSERVATIONS

The teacher's supervisor(s) shall be responsible for the observations and evaluation of the work performance of that teacher. The observations and evaluations of each teacher must be completed and signed by both the teacher and supervisor(s) between the end of the second week of school and April 20 of each year.

1. There shall be two (2) formal observations and one formal evaluation of each non-tenure teacher per year. Each tenured teacher shall be formally evaluated at least once every three years and in accordance with the Tenure Act. The evaluation shall be based upon at least two (2) observations. Such evaluations will be completed by the teacher's supervisor(s). Each observation will range in time from a minimum of fifteen (15) minutes to a maximum of a full class period.
2. A teacher or supervisor may request an additional observation from a different supervisor(s) prior to signing the final observation form. The supervisor(s) shall jointly formulate the evaluation.
3. The form and process for observations and evaluations will be standardized. A committee made up of teachers and administrators will review the evaluation form and process on a yearly basis.

### D. EFFECT OF NON-COMPLIANCE WITH TENURE ACT

Any failure to comply with the requirements of the Tenure Act pertaining to teacher evaluation constitutes conclusive and non-rebuttal evidence that the teacher's performance during the period at issue was satisfactory.

**ARTICLE XI  
PROTECTION OF TEACHERS**

**A. ADMINISTRATIVE SUPPORT**

Since the teacher's authority and effectiveness in the classroom is undermined when students discover there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms.

**B. ASSAULT OF TEACHER**

Any case of assault upon a teacher shall be promptly reported by the Principal to the Board or its designated representative. The Board will provide legal counsel for consultation to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

**C. TIME LOST**

Time lost by a teacher in connection with any incident mentioned in Article XI shall not be charged against the teacher.

**D. COMPLAINTS**

Any complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the principal unless law enforcement is involved. No information, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review such information. If the complaint results in information being placed in the personnel file, the complainants' names, administrative action taken, and a remedy will be clearly stated. The bargaining unit member may submit a written notation or reply regarding any information, including complaints, and the same shall be attached to the file copy of the information in question. When information is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said information, such signature shall be understood to indicate awareness of the information but may not necessarily mean agreement with the content of the information. If the bargaining unit member chooses not to sign within ten days, the information will still be placed in the file. If the information to be placed in the member's file is deemed to be inappropriate by the member and Board or designee, the information will be corrected or expunged from the file. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

**E. STUDENT PROMOTION/RETENTION**

Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of the principal and Superintendent of Schools. No student's mark may be

changed without the consent of the teacher.

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

- F. Whittemore-Prescott Area Schools promotes a supportive work environment. Therefore, all employees should be treated with respect in a fair and just way. Any persistent, unwarranted behavior that intimidates another employee is not acceptable and violates board policy. The employee has the responsibility of reporting said behavior to their immediate supervisor. If the concern is with said person, it can be reported to the Superintendent and/or Board.

## **ARTICLE XII NEGOTIATIONS PROCEDURES**

### **A. 90 DAY REQUIREMENT**

At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of members in the bargaining unit employed by the Board.

### **B. BARGAINING TEAMS**

In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without the ratification by a majority of the membership of the Association, but the parties mutually pledge that the representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

### **C. DISPUTE RESOLUTION PROCEDURES**

If the parties fail to reach an agreement in any such negotiations, either party may invoke that mediation machinery or the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem appropriate.

### **D. MONTHLY MEETINGS**

Upon the request of either party, representation of the Board and the Association's bargaining committee, or representatives, will meet on the second Thursday of each school year/month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the



grievance procedure. Each party will submit to the other, through the Superintendent who will attend the meeting, on or before Monday prior to the meeting, an agenda covering that which they wish to discuss. The administration will make every effort to keep the Association informed by using the monthly meetings to discuss anticipated revision of educational, construction, or fiscal problems.

**E. TIME OF MEETINGS**

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

**F. CONTRACT MODIFICATIONS OR ADDITIONS**

Should such a meeting result in a mutually acceptable understanding of the agreement, then the language of the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

**G. INFORMATION**

The Board agrees to furnish the Association such information as is requested for the intelligent development of proposal on behalf of teachers or for the processing of any grievance or complaint. The Association agrees to furnish such information, if requested, in writing to the Board.

**H. BOARD MEETING AGENDA**

The Superintendent will provide the Association with his proposed agenda to be considered at each public meeting of the Board of Education, along with whatever reports, agenda, and other information which is available at the time. Only matters which by their nature must be kept confidential shall be withheld. This shall normally be restricted to decisions regarding the acquisition of sites or individual employees or other matters required by law.

**I. PRINTED CONTRACTS**

Printed Master Contracts shall be printed and distributed to every teacher at the beginning of the school year.

**ARTICLE XIII  
PROFESSIONAL GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any

rule, order, or regulation of the Board may be processed as a grievance hereinafter provided.

2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

**B. PURPOSE**

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

**C. STRUCTURE**

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

**D. PROCEDURE**

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

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

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

decision as to the solution.

- c. **Level Three.** In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the Superintendent, he may within five (5) additional days refer the grievance through the PR&R Committee, to the Board via the Superintendent of Schools. Within thirty (30) days, or as soon as possible, after receipt of the written referral by the Board, the Board shall render a decision regarding the grievance. The Board may meet with the Association's PR&R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a decision to the grievance problem.
- d. **Level Four.** After complying with Levels One, Two and Three, the aggrieved may within thirty (30) days submit the grievance to mediation through the Michigan Employment Relations Commission.
- e. **Rights to Representation.** Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. However, that teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association. Further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at the adjustment of the grievance.
- f. **Withdrawal of a Grievance.** A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.
- g. **Level Five.** If the grievance is not resolved through mediation, the Association may within thirty (30) days submit the grievance to arbitration through the American Arbitration Association or an Arbitrator mutually agreed upon. The proceeding shall be governed by the rules of the AAA. The decision of the Arbitrator shall be binding on both parties. Costs of the Arbitrator shall be borne by the losing party.
  - 1. The Arbitrator shall have no power to amend or modify this Agreement and shall not rule on any claim which is subject to the jurisdiction of the Teacher Tenure Commission or the District's decision to terminate the services of a probationary teacher. In the event that the grievance involves the non-renewal of a probationary teacher in years three or four, the above process shall be modified to the extent that mediation shall take place following an unacceptable determination at level two (Superintendent). If the issue is not resolved through mediation, the grievance shall then be advanced to the Board level for final determination.

# WHITTEMORE-PRESCOTT SCHOOL DISTRICT

## Certified Staff Grievance Form

Grievance # \_\_\_\_\_

Distribution of Form: 1. Superintendent  
 2. Association  
 3. Teacher

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

### LEVEL ONE

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* *Date*

### LEVEL TWO

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**LEVEL THREE**

A. Date Received by Board of Education of Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**LEVEL FOUR**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**REQUEST FOR PERSONAL LEAVE**

***Turn in to Supervisor at Least One Day in Advance***

DATE OF APPLICATION: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

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

\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Principal's Signature*

Final Disposition \_\_\_\_\_

\_\_\_\_\_  
*Superintendent (or designee)*

\_\_\_\_\_  
*Date of Approval*

*One copy will be returned to:*  
*Supervisor*  
*Employee*

**ARTICLE XIV  
SCHOOL CALENDAR**

A representative from the Whittemore-Prescott Education Association, the Whittemore-Prescott Board of Education and the Whittemore-Prescott Support Staff Association will work cooperatively to develop a calendar for the following year by *May 1* of the preceding year. *The calendar will be contained in Appendix B.*

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

**ARTICLE XV**

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2009. This Agreement is restricted to the Whittemore-Prescott Education Association (K-12 general education teachers) and the Board of Education. Both parties further agree that this contract will be reopened for 08/09 to bargaining total compensation only.

**A. MAINTENANCE OF STANDARDS**

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

**EDUCATION ASSOCIATION**

By Lynn Murray  
President

By Marie J. Rose Lee  
Secretary

By Teresa A. Nickell  
Chair - Negotiating Team

By Nancy L. Hinkelman  
Negotiating Committee

By Holly J. Moraitis  
Negotiating Committee

**BOARD OF EDUCATION**

By Gary K. Gilligan  
President

By Steve B...  
Vice President

By Vicki Barnes  
Secretary

By Marie J. Rose Lee  
Treasurer

By Russell Pennington  
Trustee

By John Joel  
Trustee

By Patricia Hinkelman  
Trustee

By Bellee Stone  
Trustee



## ARTICLE X

### TEACHER EVALUATION

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

**WHITTEMORE-PRESCOTT AREA SCHOOLS  
TEACHER EVALUATION  
CHECK LIST FOR ADMINISTRATORS**

School Year: \_\_\_\_\_

Building: \_\_\_\_\_

\_\_\_\_\_

Teacher

\_\_\_\_\_

Evaluator

Date Completed

1. Teacher Evaluation Packet presented to teacher.

\_\_\_\_\_

2. Teacher Observation and Evaluation Procedures sign off sheet. Must be received from teacher within the first two (2) weeks of start of school.

\_\_\_\_\_

3. Formal observation #1.

\_\_\_\_\_

4. Formal observation #2.

\_\_\_\_\_

5. Formal evaluation completed and signed by April 20.

\_\_\_\_\_

6. IDP completed and signed.

\_\_\_\_\_

7. Annual Record of Professional Development form filled out and signed.

\_\_\_\_\_

8. Teacher Evaluation/Development Summary and Recommendations sent to superintendent.

\_\_\_\_\_

WHITTEMORE-PRESCOTT AREA SCHOOLS  
TEACHER OBSERVATION FORM

TEACHER'S NAME \_\_\_\_\_

SUBJECT \_\_\_\_\_

CLASS/TIME \_\_\_\_\_

DATE \_\_\_\_\_

OBJECTIVE:

MATERIALS:

DESCRIPTION:

ANALYSIS:

DIRECTIVES:

COMMENTS:

TEACHER COMMENTS:

PRINCIPAL'S SIGNATURE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_

**WHITTEMORE-PRESCOTT AREA SCHOOLS  
TEACHER EVALUATION FOR PROFESSIONAL DEVELOPMENT**

1. Name \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

2. Professional Activities Observed:

Class-Subject-Activity	Date-Time-Place
_____	_____
_____	_____
_____	_____

3. Evaluator \_\_\_\_\_ Position \_\_\_\_\_

4. Purposes of the Observations and Evaluation: (check appropriate spaces)

- Regularly scheduled observation for purposes of teacher development
- Teacher initiated request for purposes of instructional improvement
- Follow-up observation for either of the above
- To collect information upon which to recommend continued employment
- To collect information upon which to recommend tenure
- To collect information upon which to recommend reassignment
- Other (describe) \_\_\_\_\_

5. Performance Areas and Ratings:

Place an "X" in the space deemed most appropriate. A four point scale is used in which 4 is outstanding; 3 is satisfactory; 2 needs improvement, and 1 is unsatisfactory.

a. Preparation Competencies	4	3	2	1
i. Knowledge of subject area	___	___	___	___
ii. An interest and enthusiasm for the subject	___	___	___	___
iii. An understanding of the students	___	___	___	___
iv. A genuine concern for the welfare of students	___	___	___	___
v. A knowledge of current developments in the area	___	___	___	___
vi. Incorporates district's goals and objectives in the curriculum	___	___	___	___
vii. Other (list) _____	___	___	___	___

Observer remarks and/or suggestions for improvement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Instructional Skills and Techniques

	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
i. Makes long term plans and organizes daily plans	—	—	—	—
ii. Designs lessons appropriate to student's level of understanding	—	—	—	—
iii. Teaches to an objective	—	—	—	—
iv. Teaches at appropriate level of instruction	—	—	—	—
v. Monitors student understanding and adjusts the lesson accordingly	—	—	—	—
vi. Uses a variety of instructional techniques and strategies appropriate to the lesson or activity	—	—	—	—
vii. Provides clear and concise information and directions	—	—	—	—
viii. Uses instructional time effectively	—	—	—	—
ix. Evaluates and documents student progress using appropriate criteria	—	—	—	—

Observer remarks and/or suggestions for improvement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c. Classroom Management Skills

i. Establishes and maintains a classroom atmosphere that facilitates learning and respect for rights of all	—	—	—	—
ii. Participates in building-wide supervision of students	—	—	—	—
iii. Teaches and enforces school and classroom rules and procedures	—	—	—	—
iv. Encourages students to develop self-discipline and responsibility	—	—	—	—
v. Makes known to students parameters for student conduct	—	—	—	—
vi. Deals consistently and fairly with students	—	—	—	—
vii. Enlists assistance from appropriate school personnel when necessary	—	—	—	—
viii. Follows District and building discipline plans	—	—	—	—
ix. Recognizes and positively reinforces appropriate student behavior	—	—	—	—

Observer remarks and/or suggestions for improvement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

d. Professional Responsibilities

	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
i. Makes an effort to stay current with recent developments in area of specialization and general field of education	—	—	—	—
ii. Understands and follows State and District school policies	—	—	—	—

	and procedures				
iii.	Demonstrates ethical conduct in contacts with students, staff and parents	—	—	—	—
iv.	Strives to gain parent's interest and respect by being a good listener and handling difficult situations with diplomacy and firmness	—	—	—	—
v.	Works congenially and effectively with colleagues	—	—	—	—
vi.	Shows interest in the individual student	—	—	—	—
vii.	Is punctual	—	—	—	—
viii.	Uses professional judgment as to when, where, and with whom to discuss personnel and student information	—	—	—	—
ix.	Maintains timely and accurate records	—	—	—	—
x.	Is responsible in the use and care of school equipment, materials and facilities	—	—	—	—
xi.	Demonstrates professional ethics and models professional behavior and appearance	—	—	—	—
xii.	Shares in building and district committee work	—	—	—	—

Observer remarks and/or suggestions for improvement: \_\_\_\_\_

6. Summary of Major Strengths

7. Summary of Instructional Concerns with Specific Suggestions for Improvement

8. Teacher Comments and/or Reactions

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Observer  
(signifies review of evaluation with the teacher)

\_\_\_\_\_  
Signature of Teacher  
(signifies reading/review of the evaluation)

TO: Superintendent of Schools

From:

SUBJECT: Teacher Evaluation/Development Summary and Recommendations

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

1. Teacher Evaluation/Development Summary:

Competency Area	Outstanding	Satisfactory	Needs Improvement	Dissatisfactory
Preparational Competencies				
Instructional Skills & Techniques				
Classroom Management Skills				
Professional Responsibility				
Summary				

2. Recommendation:

Upon reviewing the Teacher Evaluation/Development Forms and the above summary, it is my best professional judgment that this teacher should:

- \_\_\_\_\_ be reemployed next year
- \_\_\_\_\_ be retained on tenure status next year
- \_\_\_\_\_ be reemployed next year under the following conditions:
  - \_\_\_\_\_ be recommended for tenure
  - \_\_\_\_\_ not be recommended for tenure
  - \_\_\_\_\_ other (describe) \_\_\_\_\_

3. Remarks:



**INDIVIDUALIZED DEVELOPMENT PLAN (IDP)**  
**For Probationary Teachers**  
*(Use for both long and short term goals)*

Teacher \_\_\_\_\_ Date \_\_\_\_\_

**Establish Goal(s)**

**Identify Resources Needed**

**Develop a Sequential Plan of Action**

**Establish a Time Line**

Mentor Teachers Initials \_\_\_\_\_ *(optional)*

Principal's Initials \_\_\_\_\_ *(optional)*

*Teacher: Attach IDP(s) to staff development documentation on an annual basis*



WHITTEMORE-PRESCOTT AREA SCHOOLS  
TENURE TEACHERS IDP REVIEW

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Comments:

## APPENDIX A

### WHITTEMORE-PRESCOTT AREA SCHOOLS Teacher Observation/Evaluation Procedures September 2007

Teachers are observed/evaluated in accordance with the 2007-2009 Master Contract and Amendment. A copy of Article X, Teacher Evaluation, page 27, is enclosed for your review. Also included are the forms to be used, specifically:

Observation Form  
Evaluation Form  
IDP Form  
IDP Follow-Up for Tenure Teachers  
Annual Record of Professional Development for Beginning Teachers

The receipt of this document fulfills the requirements of Article X, Section B of the Master contract 2007-2009 and Amendment.

If you have questions regarding this process, please talk to your principal.

Received By \_\_\_\_\_ Date \_\_\_\_\_