

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF

WHITEFORD AGRICULTURAL SCHOOLS

AND THE

MONROE COUNTY EDUCATION ASSOCIATION

WHITEFORD

August 1, 2023 – July 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
AUTHORIZATION.....	2
ARTICLE I - DURATION OF AGREEMENT.....	2
ARTICLE II - RECOGNITION.....	3
ARTICLE III - BOARD'S RIGHTS.....	3
ARTICLE IV - TEACHERS' HOURS.....	4
ARTICLE V - SALARIES & OTHER COMPENSATION.....	6
ARTICLE VI - CONDITIONS OF EMPLOYMENT.....	14
ARTICLE VII - GRIEVANCE PROCEDURE & ARBITRATION.....	18
ARTICLE VIII - NEGOTIATION PROCEDURES.....	20
ARTICLE IX - LIMITS ON TEACHING.....	21
ARTICLE X - MISCELLANEOUS PROVISIONS.....	21
SCHEDULE A.....	23
SCHEDULE B - STIPENDS FOR EXTRA DUTY ASSIGNMENTS.....	24
SCHEDULE B-1.....	24
SCHEDULE B-2.....	27
SCHEDULE C.....	28
SCHEDULE D - DETAILS OUTLINING BLOCK SCHEDULING.....	30
PROFESSIONAL LEARNING COMMUNITIES.....	32
ACCEPTABLE PLC AGENDA ITEMS.....	34
APPENDIX.....	36

AUTHORIZATION

This Agreement is authorized by the Public Employment Relations Act, as amended.

ARTICLE I DURATION OF AGREEMENT

This Agreement will be effective as of August 1, 2023 and will continue in effect until July 31, 2025. This Agreement and all its terms, conditions, and effects will expire on the date indicated. Arrangements for negotiations between the parties for a new Agreement will begin sixty days before the expiration date. This Agreement may be extended by mutual written consent of the parties.

MONROE COUNTY EDUCATION
ASSOCIATION MEA-NEA

BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOLS

President

President

Vice President

Secretary

Chairperson, Negotiating Committee

Treasurer

Negotiating Committee Member

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Negotiating Committee Member

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ARTICLE II RECOGNITION

The Whiteford Board of Education recognizes the Monroe County Education Association, MEA-NEA, to be the exclusive bargaining representative for all full-time and regular part-time certified teachers under contract to the Board, including classroom teachers, guidance counselors, librarians, certified classroom teachers employed under federal Title I programs, speech therapists, but excluding administrators, director of guidance, substitutes, teachers' aides, adult and community education teachers and coaches who are not otherwise members of the bargaining unit as teachers, and all other employees.

The Association recognizes that the Board is the representative of the citizens of the School District and has the responsibility and authority to manage and direct the operations and activities of the district under the School Code of the State of Michigan.

All references to the male gender shall include the female gender.

ARTICLE III BOARD'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, equipment, and operations.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the work force.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 - 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 - 6. Determine the qualifications of employees, including job descriptions and the essential job functions of employees.
 - 7. Determine overall goals and objectives, as well as all policies affecting the educational programs.

8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of, a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE IV TEACHERS' HOURS

- A. Normal Teacher Duty Hours
1. Elementary teachers, grades K-5, will be in assigned places of duty no later than 7:30 a.m. Middle/high school teachers, grades 6-12, will be in assigned places of duty no later than 7:50 a.m. Elementary teachers will remain on duty until 3:05 pm. Middle/high school teachers will remain on duty until 3:10 pm.
 2. Teachers will remain on duty for ten (10) minutes after the student day ends except on days preceding holidays, vacations/breaks. However, when the Superintendent determines there is an emergency situation, the Superintendent may require teachers, except those that must leave, to stay until school buses have loaded and left each respective building.
 3. Instructional time will be scheduled by the Administration during normal teacher duty hours to ensure a minimum of 1098 instructional clock hours and 180 instructional days as required by the State of Michigan are held. These instructional clock hours will be achieved by scheduling 1112 instructional clock hours at the elementary level and 1124 instructional clock hours at the middle/high school level. The building principals will be responsible for making the necessary adjustments in the class/period schedules to reflect the instructional time in the school day schedule for each of the school years.

B. Duty-free lunch period

1. Teachers in grades kindergarten through five will be entitled to an uninterrupted lunch period of thirty minutes daily.
2. Teachers of secondary grades six through twelve will be entitled to an uninterrupted lunch period of twenty-six minutes daily (this includes any student passing time before and after the scheduled lunch time).

C. Conferences and Relief Periods

1. All elementary teachers in grades kindergarten through five will have no fewer than three hundred forty 340 minutes of preparation time per week which may include the time their classes are receiving instruction from teaching specialists. This shall include at least one (1) thirty (30) minute period per day.
2. Teachers in grades six through twelve will have at least one class period daily scheduled for a conference or preparation period.
3. Conference or preparation periods will be duty periods in which the teacher will prepare lessons, correct papers, be available for conferences with students, parents, or administrators.
4. The Board of Education will grant each special education teacher eleven (11) one-half (1/2) days (total 5 1/2 full days) off each year for the purpose of planning and reports. Such time off must be in not less than 1/2 day increments to be scheduled by mutual agreement with the principal.

D. Staff Meetings and Other Activities

Teachers will participate in the following professional activities as a contractual duty:

1. Not more than 9 hours annually (in addition to the regular work schedule) will be required for staff meetings.
2. The day of the week and the week of the month on which the staff meetings are held will be determined by a vote of the faculty and will be scheduled for one hour after-duty hours, unless otherwise mutually agreed. Staff meetings will begin fifteen minutes after the school day has ended. In the event a particular date will not work, an alternate date will be agreed upon by the association and administration. The vote will occur on the first day of the school year with students. If a teacher is at work on the scheduled staff meeting day and does not attend the meeting, except for a reason pre-approved by the Administration or an emergency, the teacher may be subject to disciplinary action. Teachers will typically not be excused from attendance at staff meetings for matters which could have been prearranged or scheduled at other times, such as doctor appointments, absent extenuating circumstances. Teachers who are absent from staff

meetings will have the responsibility of obtaining the information missed from the building Principal (or a teacher in attendance, or PLC leader if okayed by principal).

3. A cancelled meeting with [fewer] than [one week] notice will count as one hour and one meeting unless cancelled for reasons beyond the control of the Administration. Administration and the Association will agree upon a rescheduled date. This only applies to two occurrences or fewer.
4. At a parent's request, teachers shall conduct individual parent/teacher conferences (in addition to the formal parent/teacher conferences referenced in Section E below) as necessary to confer with parents at mutually convenient times.
5. Teachers shall attend one ninety-minute Open House activity per year which shall be jointly scheduled with the Superintendent and the WEA President. Staff who teach sixth grade will also be required to attend a 45-minute sixth grade orientation event. The total amount of time required of sixth grade teachers including the orientation shall not exceed the time required of all teachers for Open House.

E. Parent/Teacher Conferences/In-Service

Teachers will be required to participate in a total of six (6) hours of parent/teacher conferences in the first semester, and three (3) hours in the second semester. Both fall and spring conferences will include three (3) hours that are scheduled during evening hours.

- F. Teachers and a guest, or their immediate family living within their household, will be admitted to all extra-curricular activities with exception of musicals without charge that are sponsored by the Whiteford Board of Education.

ARTICLE V SALARIES & OTHER COMPENSATION

- A. Scheduled salaries, stipends and fringe benefits for teachers are appended to the Agreement. Schedule "A" contains teacher base salaries according to experience and training. Schedule "B" sets forth stipends for extra duty assignments. Schedule "C" is a statement of fringe benefits provided by the Board of Education.

Teachers shall be paid the following schedules:

1. Twenty-four (24) equal pays for twelve (12) months beginning in September.
- B. Direct Deposit of Pay. Teachers' pay shall be electronically direct deposited to financial institutions as mutually approved by the teachers and the District.
- C. Stipends for Advanced Training

Certified teachers who earn at least 3 term or 2 semester graduate credits which must be pre-approved by the Superintendent will receive a stipend of \$350 or a sum equal to the cost of

tuition not to exceed a total of \$600 per fiscal year (July 1 - June 30). This will be paid within thirty (30) days after submission of proper documentation for teachers who qualify. Criteria for approval will include: accredited institution; advance degree program in education or relevant to teaching assignment; within the annual stipend amount; any online course must meet criteria acceptable to the Superintendent.

The above stipends may be claimed by filing graduate reports for credits earned in the previous twelve-month period at the Superintendent's office prior to September 11 and/or February 1.

Teachers who advance from the bachelor's to master's schedule are not eligible to receive the stipend for advanced training for the contractual year.

D. Determination of Experience, Training & Certification

1. A teacher's experience level for Schedule "A" may be the total number of full years of experience claimed by the teacher on the first day of the school calendar year. Teachers employed for the first time on or after the effective date of this Contract will receive credit on the salary schedule as determined appropriate by the District for teaching experience in Michigan or in any other state. The teaching experience must be in a state-approved school. Teachers may be asked to submit documentary evidence of experience in other school districts.
2. The teacher's training level for salary purposes will be determined by the teacher's degree status on the first day of the school calendar year and the first day of the second semester. The teacher must provide the Superintendent with documentary evidence of degree status on or before the Monday preceding the first payroll of the year and second semester. Such evidence may be in the form of a letter from an appropriate official of the degree granting institution indicating that the requirements for the degree have been completed. Prior to the end of the respective semester, the teacher must file with the Superintendent a copy of supporting transcripts.
3. Each teacher must file with the Superintendent prior to August 1st a valid, notarized Michigan Teacher's certificate upon employment or re-certification. Failure to do so may result in termination of the teacher's employment.

E. Definition of School Year & Normal Teaching Schedule

The school year will consist of 180 days of instruction and 1 professional development day of work to be scheduled on the Wednesday prior to the beginning of the school year. One-half of a day at the beginning of the school year, and one-half of a day at the end of the school year will be used for teacher orientation, preparation, and records. 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 breakdowns, or health conditions as defined by the city, or county or state health authorities, shall be rescheduled to insure that there are the minimum number of days and/or hours of actual student instruction required by law. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

In the event that the District exceeds the maximum time allowable by the State for Act of God occurrences, the actual day(s) on which any makeup day(s) will be scheduled will be negotiated by both parties and will be part of the negotiation process to determine the school calendar as outlined in Article X, Section G. Both the District and the Association may, during negotiation, elect to hold virtual days of instruction (synchronous instruction between students and teachers) instead of extra days added at the end of the year to meet the minimum days and hours requirement, provided virtual days are authorized as days of instruction by the State.

In the event the District exceeds the maximum time allowable by the State for Act of God occurrences prior to February 1st, upon mutual agreement between the Administration and Association, Presidents Day may be used as a make-up day.

In addition to the specified days of instruction, there will be the equivalent of five professional development days. Total annual salary is based upon 181 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board.

The standard weekly teaching load in the secondary school will be thirty (30) periods of teaching or supervision and five (5) conference/preparation periods. The standard weekly teaching load in the elementary school will be twenty-five (25) teaching periods (ie. ELA (Literacy), Writing, Math, Social Studies, Science) with 340 minutes of conference/planning.

If the middle school/high school is operating under a block schedule, see Schedule D for elementary school and secondary school teaching loads.

F. Computing Daily and Hourly Rate

When necessary for computation of salary deduction or in determining compensation for teacher work days in excess of 181, the teacher's daily base rate will be determined by dividing his/her total Schedule A salary and longevity excluding stipends by 181.

To determine compensation for teaching an extra class on a conference period, the teacher's Schedule A salary and longevity excluding stipends will be divided by total number of periods in the school day (7). If teaching an extra class on a conference period for one semester, the payment will be prorated accordingly.

If the middle school/high school is operating under a block schedule, see Schedule D for determining compensation for teaching an extra class on a conference period.

Hourly rates will be determined by dividing the teacher's daily rate by 6.5.

G. Compensation for Extra Teaching Days

Teachers who are employed by the Board to provide services in addition to the 181-day school calendar will be compensated for the additional service at their appropriate daily or hourly rates per this agreement.

- H. In a situation where we have a substitute shortage or classroom coverage issue, administration will seek a teacher to help cover class. If a teacher teaches as a substitute during his/her conference period, the teacher will be paid \$25.00 (7-period) for a conference period of approximately 60 minutes.

I. Reimbursement for Mileage and Other Expenses

The Board will reimburse teachers for reasonable expenses incurred in connection with attendance at meetings, conferences or workshops as approved by the principals and the Superintendent. Teachers who are required to use their personal automobiles in their work will car pool whenever possible and will be reimbursed at the current IRS mileage rate. Itemized statements of such expenses must be submitted on a Mileage and Employee Reimbursement Request Form. However, neither mileage reimbursement nor lunch (or lunch reimbursement) will be provided on any county or District-wide professional development day held in Monroe County.

- J. Each full time teacher who does not have two hundred (200) sick days accumulated at the end of the prior school year will be credited up to a maximum of thirteen (13) days of sick leave on the first day of the contract year. Unused sick days shall accumulate from year to year with a cap of accumulated days at two hundred (200) days. For those teachers having more than two hundred (200) days accumulated as of June 30, 2014, they will be capped at the amount of days they have accumulated as of June 30, 2014.

In the event the teacher's sick leave allowance is exhausted, a leave of absence without pay up to one year will be granted and will be renewed. Sick leave pay chargeable against the teacher's accumulated allowance will be granted for the following reasons:

1. Family illness. Family is defined as spouse, child, stepchild, parents, and parent-in-law. Family sick leave will be granted for thirteen (13) days per year.
2. Bereavement leave will be granted, up to three days per occurrence without limit, in the event of a death of an immediate family of the employee. Immediate family will be defined as spouse, child, parents, siblings, Parent-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. The Board may require proof of relationship. This leave will not be charged to the employee's sick leave account. Two (2) additional days charged against the teacher's personal business leave, if available then sick leave allowance, may be approved by the Superintendent if conditions warrant.
3. The Board will notify each teacher of his/her accumulated sick leave and personal/emergency leave via Employee Access Center or another suitable software product. Teachers may examine their sick leave records at any time.

Teachers reporting absences chargeable to sick leave will use the substitute teacher notification system before 6:30 a.m. on the day of absence.

Sick Days and personal days will be granted on either a half day or whole day basis.

A teacher using more than 5 consecutive days of sick leave will provide the Board, upon request, a physician's statement on his/her condition which will include the anticipated date of return. Physician's statements will be required for each subsequent thirty-day period and/or authorized by law.

Professional Courtesy: The parties endorse the concept of Professional Courtesy which is defined as duties performed by a teacher during released or non-instructional time for another teacher who is indisposed by circumstance either by or beyond his/her control. The absent teacher will not be assessed sick time and the covering teacher will not be paid for extending Professional Courtesy. In any case, Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy. LIMITATIONS: (1) A teacher may utilize Professional Courtesy no more than once per quarter. The teacher must notify the building secretary and an administrator. (2) If planning on using a second Professional Courtesy Day per quarter, an administrator must give prior approval for this coverage. (3) The absent teacher may be absent for no more than 2 periods per day (preparation period counts as one period). This practice is for occasional and infrequent absences.

K. Compensation for Unused Sick Leave Upon Resignation of Employment

Teachers resigning with at least ten (10) years of service in the Whiteford Schools or retiring at age 54 or older will be compensated for unused sick leave at the rate of \$50.00 per day not to exceed 200 days. This sum will be paid in monthly installments of \$500.00. The monthly installment payment will be paid to the Whiteford Agricultural Special Pay Plan (403b).

Teachers resigning after serving for five years as teachers in the Whiteford Schools will be compensated for unused sick leave days 01 to 75 at \$10.00 per day (\$750). The monthly installment payment will be paid to the Whiteford Agricultural Special Pay Plan (403b).

In the event of the death of a teacher in service or of a former teacher receiving terminal reimbursement payments, the beneficiary or estate of the teacher may elect one of the following options through the Whiteford Agricultural Special Pay Plan (403b):

1. In monthly installments of \$400.
2. In a lump sum which will be issued within (30) days of the teacher's death.

Teachers who are discharged under the provisions of the Michigan Teacher Tenure Act will not be entitled to compensation for unused sick leave days.

A teacher placed on an involuntary leave of absence by the Board, who resigns during that leave of absence will not be entitled to compensation for unused sick leave days.

L. Other Paid Leaves of Absence

1. At the beginning of each school year a total of three (3) paid personal/emergency leave days will be credited to each teacher for use at the teacher's discretion. For approval of the personal day(s), the teacher must do the following: (1) notify the principal at least

one day in advance except in emergencies. (2) fill out the appropriate personal day form and hand it into the office; (3) enter their absence into district-approved absence system. Failure to do so could result in pay dock for the personal time taken. No deduction in the teacher sick leave allowance will be made under this provision. Any unused personal/emergency days will be credited to the teacher's accumulated unused sick leave at the end of the school year. A teacher may not use a personal day the day before the beginning of a vacation or holiday nor on the first day at the conclusion of a vacation or holiday without obtaining approval from the Principal and/or Superintendent and following the criteria below. The District reserves the right to limit the number of personal days taken on any one day to not more than seven (7) personal days District wide except for approved emergencies. If a substitute is not needed for a personal day absence, that personal day would not count as one of the seven (7). Partial days of one-half ($\frac{1}{2}$) day or less will not be counted either.

The following criteria shall apply to the use of personal days immediately preceding or following a scheduled school holiday closure:

- a. No one will avail themselves of this option more than once per year.
 - b. Written notification must be made to the WEA secretary at least one week prior to the requested personal day. The WEA secretary will advise the building Principal when such notification has been made.
 - c. Usage of these days shall be on a rotating basis and be limited to four persons per day preceding and four persons per day following the holiday closure. In the event the number of applicants exceeds four per day preceding or four per day following the scheduled holiday closure, the personal days shall be awarded based on the following:
 1. Anyone never having used this option shall be considered first.
 2. Should the above-mentioned criterion not reduce the applicants to four days preceding or four days per day following, a lottery shall be utilized.

Should a fifth application be submitted due to extenuating circumstances, that request shall be referred to the Superintendent for approval.
2. When a teacher is subpoenaed for jury duty, leave pay will be granted in a sum to equal the difference between the teacher's jury stipend and the teacher's regular salary providing:
 - a. The teacher notifies the principal immediately upon being notified that he or she will have jury duty.
 - b. The principal or the Superintendent cannot arrange to have the teacher excused.

3. The Association shall be granted up to eight (8) days to be used by officers or agents of the Association to attend local, county, state, and national meetings of the MEA and its affiliates provided the principal is notified five (5) school days in advance. The Association shall reimburse the Board for salaries of substitute teachers and the employee's retirement contribution.

M. Leave for Professional Business

Each school year a teacher may request up to three days of paid leave for professional business. The objective of the professional business day will be related to the improvement of the teacher's professional competence and teaching assignment. Requests will be submitted in writing to the principal and the superintendent. If the principal and the superintendent approve the request, professional business days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or professional organizations.

The teacher will be requested to file a written report on each visitation, conference, workshop or seminar, within one week.

N. Sabbatical Leave

Sabbatical leave may be granted to tenure teachers under the following conditions:

1. The teacher will have been employed by the Board for not less than seven years.
2. The Board will have declared a budgetary surplus in excess of its needs at the close of the preceding fiscal year.
3. If continuation of salary is requested the teacher will agree by contract with the Board:
 - a. To use the Sabbatical Leave solely for additional formal study at a college or university.
 - b. To engage in no other gainful employment during the Sabbatical Leave.
 - c. To return, at the option of the Board, to the teaching assignment with the Whiteford School District for a minimum of three years following the Sabbatical Leave.
 - d. Provide for prorated reimbursement for each year not taught after returning from sabbatical.
 1. A teacher who does not return must reimburse the School District the full amount of the stipend.

2. A teacher who leaves after one (1) year must reimburse the School District two-thirds (2/3) of the stipend.
 3. A teacher who leaves the School District after two (2) years, must reimburse the District one third (1/3) of the stipend.
 4. A teacher leaving before a school year is complete will not be given credit for that year and will reimburse the School District for his/her stipend up to the previous completed year according to the prorated schedule.
- O. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period without pay but with group health insurance coverage maintained for one or more of the following reasons:
1. due to the birth of the employee's child in order to care for the child;
 2. due to the placement of a child with the employee for adoption or foster care;
 3. to care for the employee's spouse, child, or parent who has a serious health condition;
or
 4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
 5. Other reasons provided by the Act.
- A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in this section. Applicable paid leave shall be concurrent with the Family Medical Leave Act of 1993. If the employee fails to return to work on his/her own volition, the employee shall notify the district of the employee's intent to either cancel their insurance or elect COBRA insurance.
- P. In the event that school is closed on a day for which a teacher had been granted bereavement, personal or sick leave, the teacher will not be charged for that day's leave.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

A. Association Rights

1. The Association has the right to have a representative present at the adjustment of a grievance submitted by an individual teacher.
2. The Association may use school buildings for meetings under the same conditions applying to other community groups.
3. School equipment and supplies may be used on the premises by the Association. Faculty room bulletin boards and teacher mailboxes may be used by the Association for posting and distributing materials. The Association will be responsible for all materials so posted or distributed.
4. The Board acknowledges the Association's rights of access to the public records of the District including those dealing with financial resources and budgeted expenditures and will provide the Association with copies of these materials in response to reasonable requests.
5. The Board acknowledges the Association's right to recite the provisions of this Agreement to its members as well as other rights of the teachers set forth in the statutes of the State of Michigan and of the United States.
6. The Board will place on the agenda of any regular Board meeting as the first or second item under new business any matter not subject to this contract brought to its attention by the Association. The Superintendent will be apprised of these matters in writing one week in advance of the meeting.

B. Teacher Rights - Protection of Teachers

1. The Board of Education will furnish liability insurance coverage for their employees. If a teacher is complained against or sued as a result of student disciplinary action taken by the teacher which is consistent with Board policies, the Board will support the teacher and provide for assistance as provided in the insurance agreement.
2. Teachers exercising reasonable care with respect to the safety of pupils will not be held by the Board to be individually liable except for unlawful acts.
3. A teacher may examine his/her personnel record file in the office of the Superintendent and may arrange for the presence of a representative of the Association during such examination. These files will contain application of employment, personal and family data, copies of correspondence, and copies of evaluations. Confidential credentials received from placement offices will not be open to teacher inspection.

After initial employment, no materials will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material or receive copies.

Teachers who take exception to materials contained in their personnel files may submit written rebuttal statements as provided under Michigan Law within 30 days of when the employee becomes aware of the material inserted into their file, which will be attached to the questioned material.

If the teacher is asked to sign material placed in the personnel file, such signature will indicate only the teacher's awareness of the material and will not be interpreted to mean agreement with the content of the material.

4. Teachers' personnel files will be disclosed to the extent permitted by law, including the Freedom of Information Act. When an inspection of a teacher's files is requested, the Board will notify the teacher of said request. The teacher will then have three (3) business days to review the file and to take any legal and/or contractual action pertaining to his files.
5. At the beginning of the school year the teacher will be advised in specific terms of teaching responsibilities.
6. If any person assaults a teacher in the course of his/her duties, the Board will provide the teacher with assistance determined appropriate by the Board in dealing with law enforcement and judicial authorities. This shall not apply if the Superintendent or his/her designee determines the employee's actions violated Board policies.
7. When a pupil on school premises deliberately damages or destroys the personal property of a teacher on duty the Board will reimburse the teacher for any sum related to the loss which is not covered by insurance policies of the teacher or the District up to a maximum of \$125.
8. The teacher shall bring to the attention of the principal any undisciplined student who continually disrupts the classroom. The teacher will keep an anecdotal record of the student's disruptive behavior in the classroom. Action shall be taken by the principal, IEP Team, and/or Special Ed Staff to remedy the situation before the educational process of the rest of the class suffers. If the teacher feels the problem has not been resolved, the teacher shall notify the Superintendent of the situation. The Superintendent will take appropriate action.

C. Teacher Rights - Teaching Conditions

1. Teaching Load and Class Size
 - a. Normal class size will be 28 students in the elementary school (grades K-5) and 180 students per teacher in the secondary school (grades 6-12) with the exception of music and physical education classes (elementary; secondary). In the event there are self-contained classrooms at the sixth grade level, normal class size will be 28 students. If an elementary class or a self-contained sixth grade class exceeds 28 students, the teacher shall be paid an amount of \$75 per student per marking period in excess of 28, but shall under no circumstances be assigned a student load in excess of 33 students. Payment to self-contained sixth

grade teachers will be calculated by taking the number of students in excess of 28 in each core subject area class (Math, Science, Social Studies, and English) and multiplying by \$75. Class size is based on the class enrollment on the last day of the marking period. If a secondary teacher, with the exception of teachers of music and physical education, is assigned a student load in excess of 180, the teacher shall be paid an amount of \$75 per student per marking period in excess of 180, but shall under no circumstances be assigned a student load in excess of 195. Class size is based on the class enrollment on the last day of the marking period.

- b. Elementary, middle, or high school classes that have three or more special education students who are officially assigned to a resource room classroom will have a normal class size of 26 students. If such class exceeds 26 students, the teachers shall be paid an amount of \$75 per student per marking period in excess of 26, but shall under no circumstances be assigned a student load in excess of 33 students. This language does not apply to co-taught classes.
 - c. Additional payment for excess students will be disbursed for each marking period no longer than thirty (30) days after the marking period ends.
- 2. Providing that funds are available, textbooks will be furnished with edition dates falling within the past five years. Personal copies of texts will be provided for teachers' use but will remain the property of the District.
- 3. Adequate word processing and duplicating materials and equipment will be made available in each school for preparation of instructional materials.
- 4. Each teacher will be furnished with a separate desk with a lockable drawer.
- 5. Each teacher who requests it will be furnished with class record books, plan books, and other consumable items needed for daily classroom duties. Requests will be given to the Principal electronically (via e-mail), and considered for approval based upon budgetary numbers, and items will be ordered accordingly.
- 6. The Board will provide lunchroom and lavatory facilities for teacher use.
- 7. Teachers will be provided with designated parking areas during regular school hours.
- 8. All new file cabinets will be equipped with locks.
- 9. Teachers will not be required to post standard test score labels, heights and weights, or vaccination records in students' permanent record files.
- 10. The Board will be reimbursed by the teacher for the cost of lost keys and for desk locks which must be replaced when keys are lost.
- 11. The Board will provide teachers needed and reasonable storage space for books and necessary classroom materials.

D. Seniority

1. Seniority is defined as continuous length of service within the bargaining unit and shall be pro-rated for regular part-time bargaining unit members and members who work fractional years. All teachers will be ranked in the order of their effective date of employment. When more than one individual has the same effective date of employment, they will participate in a drawing to determine placement on the seniority list. The Association President and teachers affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly at a time and place that will allow affected teachers and Association representatives to be present.
2. The seniority list will be published and posted conspicuously in all buildings of the District by October 15 of each school year. Objections to the list shall be made in writing to the Superintendent within 15 business days. Revisions and updates of the seniority list will also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates will be forwarded to the Association.
3. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position. Seniority is retained if severance of employment is due to lay-off. In cases of lay-off, teachers so affected will retain all seniority accumulated as of the effective day of lay-off, but seniority will not accumulate during the lay-off.
4. Seniority status will maintain for up to two years when teachers take a leave of absence.

E. Unpaid Leaves of Absences

1. A leave of absence without pay for one year, subject to renewal at the will of the Board, may be granted to any teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries.
2. A military leave of absence without pay will be granted to any teacher under the provisions of state and federal law.
3. A leave of absence without pay of one year, subject to renewal at the will of the Board, may be granted to any teacher to campaign for or serve in public office.
4. After three (3) years of continuous full-time service with the District, an employee shall be eligible for and upon written request granted a leave of absence for the following reasons:
 - a. Child adoption
 - b. Childcare
 - c. Additional formal education

5. Such leave of absence shall not exceed a period of one (1) year.

The beginning and ending dates of such leave conform to the beginning and ending of a semester or school year whenever possible.

6. On leaves of absence other than military, notice of intention to return to teaching duty must be given at least ninety days before the leave of absence expires.
7. Medical Leave of Absence: Any employee whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, upon written request to the Board with physician's verification, shall be granted a medical leave of absence without pay for a period not to exceed six (6) months.
8. Employees desiring a leave of absence covered in this section shall request such leave from the Board in writing not less than ninety (90) days in advance except in emergency situations.
9. Such leave will be granted without pay, Board paid fringe benefits, the accumulation of experience credit on the salary schedule or illness/injury leave accumulation.
10. Upon return from such a leave, the employee shall be guaranteed a position in the same discipline.
11. It shall be the employee's responsibility to notify the Superintendent in writing no less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the District.

ARTICLE VII

GRIEVANCE PROCEDURE & ARBITRATION

A. Grievance Procedure

1. Any grievance which is outside of the Principal's authority may be started at the Superintendent's level.
2. The term days as used herein shall mean days when school is in session. (During the summer recess, "days" shall mean week days, excluding weekends and holidays.)
3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Failure to move grievance to the next level within the time limits shall result in grievance being denied based on the previous response.
4. The Board shall, upon request, provide all information, documents, and materials necessary to the determination of the grievance.
5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. The termination of or failure to re-employ any probationary teacher.
- b. The termination of services of, or failure to re-employ, any teacher to a position on the extracurricular schedule.
- c. Any matter which is being pursued through the Tenure Commission, other administrative agency, or courts.
- d. Prohibited subjects including layoff/recall; assignment/placement; transfer; evaluations; merit pay; discipline; and discharge.

B. Grievance Steps

1. When a teacher, group of teachers, or the Association believes that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, the teacher, group of teachers, or the Association will discuss the matter with the principal during non-teaching hours, to attempt to resolve it informally within five (5) days (as defined above) of the occurrence giving rise to the grievance, or within five (5) days of knowledge of the occurrence. The building representative will also be present, if requested. If the informal meeting does not resolve the problem, a written grievance will be filed with the principal within five (5) days of the informal meeting.
2. If the matter is not satisfactorily resolved, the written grievance shall contain:
 - a. A statement of the facts upon which the grievance is based.
 - b. A reference to the Articles or Sections of this Contract which have allegedly been violated.
 - c. A statement of the relief requested.
3. Level One: The principal shall submit an answer within five (5) school days in writing. One copy of this decision will go to the grievant, one copy to the building representative, and one copy to the Association.

Level Two: Within five (5) school days after reviewing the decision of the principal, the aggrieved teacher may appeal to the Superintendent of Schools. The appeal will be in writing, specify the Article and Section of the Agreement allegedly violated and will contain the reason for the appeal, including a copy of the principal's decision.

Within five (5) school days after receipt of the appeal, the Superintendent will investigate the grievance, give the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision will be delivered to the teacher involved, the building representative, the Association and the school principal.

Level Three: Within five (5) school days after receiving the decision of the Superintendent the aggrieved teacher or the Association may deliver an appeal to the Secretary of the Board of Education. The appeal will be in writing and contain the reason for the appeal and copies of the principal's decision and the Superintendent's decision.

The appeal will be heard at the next regularly scheduled board meeting, after receipt of the appeal or within ten (10) days, whichever is later. The Board will give the aggrieved teacher and the Association a reasonable opportunity to be heard. The Board will render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the Board's decision will be delivered to the teacher involved, the building representative, the Association, the principal and the School Superintendent.

C. Arbitration

1. Any grievance which is not resolved through the procedures prescribed in paragraph B may be submitted to arbitration provided that a notification of intent to arbitrate is provided to the Board of Education no later than ten (10) school days from the receipt of the Board's written response at Level III.
2. Arbitration will be before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, he/she will be selected by the American Arbitration Association in accord with its rules, which will likewise govern the arbitration hearing.
3. The powers of the Arbitrator will be limited to interpretation of the Articles and parts of this Agreement unless mutually agreed otherwise. The Arbitrator shall have no power to require back pay for more than ten (10) days prior to the date a written grievance is filed.
4. Both parties agree to be bound by the award of the Arbitrator.
5. The fees and expenses of the Arbitrator will be shared equally by the Board and Association, except postponement or cancellation fees will be paid by the party requesting the postponement or cancellation unless agreed otherwise.
6. The Monroe County Education Association is the only party to this Agreement who has the right to process a grievance to arbitration.

**ARTICLE VIII
NEGOTIATION PROCEDURES**

At the request of either party representatives of the Board and the Association's bargaining committees will meet on the last school day of each month for the purpose of reviewing the Contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the bargaining unit members.

The Association will designate a teacher in each school building as Association Representative (A.R.). On request of either party the principal and Association Representative will meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

If an administrator would like to hold contract negotiations during regular school hours, release time shall be provided for the Association negotiating committee.

Neither party in contract negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of any final Agreement. One hard copy and one electronic copy shall be retained by the Board, one by the Association, and one by the Superintendent.

Copies of a new Master Agreement will be distributed electronically either via a Word document or PDF document that is converted from Word and is searchable to each teacher by the Board within thirty (30) days from the time a proofread copy of the Agreement has been signed following ratification by both parties.

ARTICLE IX LIMITS ON TEACHING

The Board will place no arbitrary limits upon the study, investigation, or presentation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning.

ARTICLE X MISCELLANEOUS PROVISIONS

- A. This Agreement may be amended by mutual consent of the parties in writing.
- B. Individual contracts between the Board and the teacher will be subject to and consistent with this Agreement and Board policy.
- C. No Board policy will contradict any terms or conditions of this bargaining Agreement.
- D. Teachers will be issued keys to school buildings according to their needs as determined by the principals.
- E. Teachers will not be required to report on duty days nor be given additional duties to complete from home when school is closed due to inclement weather, but will make these days up as outlined by the provision in Article V, Paragraph E.
- F. When conditions permit, teachers will be advised of emergency school closing prior to 6:45 a.m.

- G. The MCEA\WEA president and one member of the negotiating team will prepare two proposed calendars, based upon said "common calendar" for the subsequent year. On or before September 30th, members of the MCEA/WEA will approve one of the proposed calendars to be presented to the Board of Education for the next calendar school year at the regular October board meeting. The Board of Education reserves the right to recommend changes to the Administration and MCEA\WEA.

If necessary, a revised "common calendar" will be considered by the Board of Education at the regular May board meeting. If no agreement is reached on a revised "common calendar" the Board of Education will adopt a calendar based upon that approved by the Administration and the MCEA/WEA but with adjustments to reflect the Board's obligations to other employee groups and special transportation requirements.

The calendar will include the pupil instruction time required by the state. The Contract provisions relating to instructional time are subject to being reopened if state requirements are changed. In addition, if changes can be made to starting/ending times, days, and/or hours, the Board and Association will open discussion on this possibility. When an agreement is reached, it will become a part of this Agreement. One-half ($\frac{1}{2}$) of a day at the beginning of the school year, and one-half ($\frac{1}{2}$) of a day at the end of the school year will be used for teacher orientation, preparation and records.

- H. Nothing in this Contract shall prevent the Board of Education from complying with requirements mandated under the provisions of the Americans with Disabilities Act.
- I. Due to Infinite Campus and the availability of parents to monitor student's progress, no teacher will be expected to provide interim/progress reports at any time except those required by law (ie. IEP Goal Progress), or for parents who request a copy.
- J. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

SCHEDULE A

	2023-2024 (4% Increase)		2024-2025 (3% Increase)	
Step	BA	MA	BA	MA
1	40,033	42,330	41,234	43,600
2	40,338	43,184	41,548	44,480
3	40,906	44,322	42,134	45,651
4	41,251	45,715	42,488	47,087
5	42,364	46,824	43,635	48,229
6	43,480	50,174	44,785	51,679
7	44,594	51,289	45,932	52,827
8	45,709	53,513	47,080	55,119
9	47,939	55,748	49,377	57,421
10	50,169	57,972	51,674	59,711
11	52,398	60,201	53,970	62,007
12	55,742	62,437	57,414	64,311
13	59,088	65,782	60,860	67,756
14	62,432	70,235	64,305	72,342
15	65,777	71,351	67,750	73,492
16	66,435	72,010	68,428	74,170
17	68,086	73,743	70,128	75,956
18	68,328	73,901	70,378	76,118
19	68,952	74,525	71,021	76,761

Add \$500 for the Master's Degree plus 30 additional semester hours (or equivalent term hours in certified teaching field; \$250 for master's degree plus 15 additional semester hours (or equivalent term hours) in certified teaching field. (teacher major/minor).

Longevity Pay – Those teachers who were receiving longevity pay during the 2019-2020 school year will continue to receive \$600 in longevity pay until employment ends. No other teachers will be eligible for longevity pay.

**SCHEDULE B
STIPENDS FOR EXTRA DUTY ASSIGNMENTS**

All school employees who are recipients of stipends under Schedules B-1 and B-2 who aren't terminated by the June Board meeting will be considered re-hired for the same position for the next school year without Board approval. The Board may terminate any sport or activity or dismiss any employee under Schedules B-1 and B-2 at their discretion. A teacher may decline B-1 assignments, except for the positions of Band Director, Choir Director, FFA Advisor, FFA Assistant and Middle/High School Yearbook Advisors.

The Board will pay the stipends indicated below to teachers who are assigned extra duties. If an activity is canceled or the coach is unable to finish the season due to documented medical reasons after the start of its normal schedule, the employee's stipend will be prorated. All Schedule B Stipends may be split in half if two people agree to share the position.

All recipients of a stipend paid on a percentage basis will include information in their program on the harmful effects of drug and alcohol use.

SCHEDULE B-1

		Percent of BA Scale (up to Step 17)
Fine Arts	H.S. Spring Musical Director	6.00%
	H.S. Spring Musical Asst. Dir. Music	2.00%
	H.S. Spring Musical Stage Manager	1.50%
	Elem. Spring Musical Director	2.00%
	Elem. Spring Musical Asst. Director	1.00%
	Band Director	10.00%
	Choir Director	6.00%
Other Student Activities	HS Yearbook Advisor	5.00%
	MS Yearbook Advisor	2.00%
	Elem Yearbook Advisor	1.00%
	HS Journalism	2.00%
	FFA Advisor	10.00%
	FFA Assistant	4.00%
Athletic Staff		see table on next page
Faculty Game Manager		\$10/hr., \$30 minimum

SCHEDULE B-1 (continued)

Athletic Staff:

Note: If no JV team exists, stipend may be used for additional Assistant Varsity stipend in lieu of Head JV stipend. Likewise, if no MS team exists, stipend may be used for additional Assistant Junior Varsity stipend in lieu of Head Middle School stipend.

Sport	10%	8%	6%	Flat \$1,600	Flat \$800
Football	Head Football	Varsity Football (OC) Varsity Football (DC)	JV Football	MS Football (7th) MS Football (8th) Assistant Football	Assistant Football Assistant Football
Volleyball	Head Volleyball		JV Volleyball	MS Volleyball (7th) MS Volleyball (8th)	Assistant Volleyball
Cross Country		Head Cross Country			
Sideline Cheer		Head Sideline Cheer (JV/V)		MS Sideline Cheer (7th/8th)	
Men's Basketball	Head Basketball		JV Men's Basketball	MS Men's Basketball (7th) MS Men's Basketball (8th)	Assistant Basketball
Women's Basketball	Head Basketball		JV Women's Basketball	MS Women's Basketball (7th) MS Women's Basketball (8th)	Assistant Basketball
Competitive Cheer		Head Competitive Cheer		MS Competitive Cheer (7th/8th)	
Softball	Head Softball		JV Softball	Assistant Softball	
Baseball	Head Baseball		JV Baseball	Assistant Baseball	
Track & Field	Head Track & Field (Combined)			Assistant Track Assistant Track MS Track & Field (7th) MS Track & Field (8th)	

*Note: 7th/8th MS Softball & Baseball will still function outside of the district umbrella and MHSAA. The district will not incur costs for those programs.

SCHEDULE B-1 (continued)

Each September members of the faculty will be asked to volunteer for class advisor.

The percentage in this schedule will be used to calculate the payment to the coach, advisor, or director, based on the contract year's salary for the B.A. degree with this percentage to be capped at step 17 on the salary schedule. The step will be determined by the total number of years of experience of the employee in that particular activity. This experience does not have to be continuous, or in the Whiteford School System. All experience as an assistant or head coach at the junior high school or high school level shall be included. For those positions being paid a flat rate, the rate will remain the same for the duration of the contract.

If no regularly employed Whiteford teacher is available and qualified for a Schedule B-1 position, other individuals outside of the teaching staff may be employed in these extracurricular positions. Those individuals who are not members of the teaching staff may have their salaries negotiated on an individual basis, but at no time will the amount paid to them exceed the amount scheduled to be paid a regular member of the teaching staff.

All individuals applying for head varsity coaching positions will be given equal consideration, regardless of teaching affiliation with the district.

EXAMPLE: Mr. X coached football at a junior high school in another system 2 years. He coached football as an assistant for 2 years at Whiteford before retiring from coaching. Mr. X returned 1 year later to coach as an assistant football coach for 2 more years. This year, if he would be hired as a head coach, he would be paid 10% of the teacher's salary on step 7 (7th year) of the B.A. schedule.

SCHEDULE B-2

		Percent of BA Base Step 1
Art	Elementary Fine Arts Coordinator	1.50%
	High School Fine Arts Coordinator	1.50%
	6th Grade Fine Arts Coordinator	0.50%
	7th Grade Fine Arts Coordinator	0.50%
	8th Grade Fine Arts Coordinator	0.50%
	<i>The coordinator of art will arrange for a spring exhibit of student artwork.</i>	
Technology	District Instructional Technology Coordinator	4.00%
Advisor of Student Organizations	Class Advisors	One Senior - 3%
		One Junior – 2.5%
		One Sophomore – 1.5%
		One Freshman – 1.0%
	Outdoor Education Advisor (5th Grade Camp)	1.00%
	Science / STEM Fair Advisor	Elementary – 1.0%
		Middle School – 1.0%
		High School – 1.0%
	National Honor Society	2.00%
	High School Student Council	3.00%
	Middle School Student Council	2.00%
	Elementary Student Council	1.00%
	Quiz Bowl	1.00%
	Spanish Club	1.00%
	Math Counts / Science Olympiad	1.00%
Additional Stipends (flat rate)	High School FIRST Robotics Team	\$1,500
	Middle School FIRST Robotics Team	\$750
	Elementary FIRST Robotics Team	\$500
	Teacher Mentor	\$500 per year, per mentee
		<i>A maximum of two mentees per year.</i>
	PLC Content Team Leader	\$1,000

SCHEDULE C

The Board will provide to each teacher the following insurance coverage, or District self-insured coverage, as determined by mutual agreement by the Board and the Association for the teacher and his/her eligible dependents, subject to the applicable maximum Board contributions limits for major medical/health insurance, and subject to the applicable teacher contribution requirements.

1. PLAN A - Paramount PPO or generally comparable coverage as determined by mutual agreement by the Board and the Association with a \$500/\$1,000 in-network deductible; \$1,000/\$2,000 out-of-network deductible; prescription drug card plan; \$20 office co-pay; \$20 urgent co-pay; \$150 emergency room co-pay, or;

Paramount HSA with a \$1,500/\$3,000 in-network deductible, or

Paramount PPO \$375/\$750 in-network deductible; \$1,500/\$3,000 out-of-network deductible; prescription drug card plan; \$25 co-pay for Promedica doctor online visit; \$25 office co-pay, \$50 urgent care and specialist's visit co-pay; \$200 emergency room co-pay; and 20% co-insurance.

The Whiteford Education Association will be allowed to choose its healthcare plan annually, as long as the hard caps under Public Act 152 are in effect.

Pursuant to Public Act 152 of 2011, the Board shall contribute the "hard cap" amounts for medical/health insurance coverage (not including negotiated life, vision or dental) which are currently (and will be adjusted annually consistent with Public Act 152):

For the 2023 calendar year, the hard cap rates are as follows (and are adjusted annually by the state):

\$7,399.47	-	single-person coverage
\$15,474.60	-	individual and spouse coverage or individual plus 1 non spouse dependent coverage
\$20,180.43	-	family coverage

For the 2024 calendar year, the hard cap rates are as follows (and are adjusted annually by the state):

\$7,702.85	-	single-person coverage
\$16,109.06	-	individual and spouse coverage or individual plus 1 non spouse dependent coverage
\$21,007.83	-	family coverage

All bargaining unit members taking medical/health insurance will be responsible for paying any amount over the "hard cap" amounts. The employees' premium contribution will be payroll deducted in equal amounts each check of each month from the employee's paycheck. Such deductions shall be through a qualified Section 125 Plan and, as such will not be subject to withholding to the extent permitted by law.

All other non-medical benefits described in Schedule C shall be fully Board paid.

2. MESSA Delta Dental E/007 (80/80/80)
 3. \$50,000 MESSA Group Term Life w/AD/D
 4. VSP Platinum or its equivalent eye insurance. The Board at its option will be able to select the carrier.
- B. PLAN B - An amount equivalent to the Board's medical benefit plan cost up to the single subscriber "hard cap" per year shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefit coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for Plan B.

SCHEDULE D
DETAILS OUTLINING BLOCK SCHEDULING

Whiteford may adopt block scheduling for a wide variety of reasons: to create more productive and personal relationships among teachers and students, to design challenging curricula that helps students to learn concepts in depth, or to develop a more intimate and student-centered learning atmosphere.

Both the Association and School District agree that they must remain flexible to mold the block schedule to best fit the needs of our students. Both parties agree to decide on needed changes together as they learn from triumphs and challenges.

If utilizing block scheduling at the middle/high school, the following shall occur:

SCHEDULE/SEMINAR

1. The Middle/High School master schedule will utilize a 4-block day of 80-90 minute blocks and an additional 20-40 minute Seminar block (name will be based on guidance received from the Michigan Department of Education's pupil accounting office).
2. The District and Association will use the phrase "A" day to describe a day in which blocks 1-4 meet, and "B" day to describe a day in which blocks 5-8 meet.
3. MS/HS teachers will teach 3 blocks out of 4 on "A" days and 3 blocks out of 4 on "B" days unless a circumstance arises where a teacher is asked to teach a class on their planning block.
4. MS/HS teachers will receive one planning block per day unless a teacher is teaching on their planning block or an irregularity occurs where a teacher has two planning blocks on the same day. There will be no additional compensation to the teacher.
5. In the event a teacher is requested to teach an extra class during their planning block, they will receive an additional 1/8 of their current salary per block, per year, for doing so (1/16 additional if they do so for only one of two semesters), or prorated accordingly due to teaching on their planning block less than a quarter.
6. The 4 blocks and Seminar will take place each day rotating "A" and "B" days.
7. Seminar refers to the time students will complete work, receive tutoring and/or re-teaching support from teachers, mentoring, and hold student organizational meetings. Student cell phone use is prohibited during Seminar, and teachers have the responsibility to enforce this policy.
8. Seminar teachers are responsible for checking student grades and conferencing with students as needed regarding their academic progress (ie. assignment completion) at minimum once per week.

9. As defined by the MDE pupil accounting manual, Seminar may only be counted as instructional time if the time is “academic in nature and consisting of activities such as tutoring, re-teaching, mentoring, and/or advising.”
10. W.I.N. time will consist of one (1) 10 minute timeframe within each core (ELA, Math, SS, Science) block. W.I.N. time will be dedicated to intervention, enrichment, and/or extension activities based upon formative assessment of students and aligned to state and national standards.
11. Formative assessment student data collected for W.I.N. will not be used for teacher evaluation purposes.
12. Seminar teachers have the responsibility of issuing grades (S or U) to their Seminar students based on their Seminar students’ task-completion, performance, and students' participation or lack thereof.
13. The District will assign Specials and Elective teachers teaching assignments during Seminar.
14. If a teacher chooses to teach as a substitute during his/her planning block, the teacher will be paid \$40 per block.
15. Teachers subbing during the Seminar block will be paid \$20 per Seminar.
16. During the Seminar block, and as feasible, the District agrees to conduct all assemblies, the daily “Pledge of Allegiance”, and daily announcements.
17. Half days will allow all eight (8) classes to meet with no Seminar block for equal/nearly blocks of time according to the needs of the calendar for instructional clock hours as agreed upon by the School District and the Association.
18. In the event of a snow or “Act of God” day or days, the block schedule will resume with the next day of school that would have come on the schedule the next day before the school had to close. For example, If Monday’s classes met, and Monday was an “A” day and then Tuesday and Wednesday’s weather forced the School District to close school, but Thursday’s weather allowed a day of school to happen, Thursday would run as a “B” day because it was the next day to take place after the last day school met.
19. In the event of a two-hour delay on an “A” or “B” day the School District and the Association will collaborate on a schedule to allow all class periods to meet for reduced, equitable periods of time, canceling Seminar for that day.

PROFESSIONAL LEARNING COMMUNITIES

A professional learning community (PLC) is a team of educators who share ideas to enhance their teaching practice and create a learning environment where all students can reach their fullest potential. PLCs work to move a school or district toward its mission and vision of improving student learning.

1. Professional learning community (PLC) teams will focus upon DuFour's 4 Questions to guide their work:
 - a. What do we want our students to learn?
 - b. How will we know they have learned it?
 - c. How will we respond when some students do not learn it?
 - d. How can we extend and enrich the learning for all students who have demonstrated proficiency?
2. PLC Facilitators will be paid \$1000 per year.
3. Individual PLC's will decide when to meet on a week-to-week basis or pick a regular meeting day in lieu of planning time once per week.
4. The District will provide common planning time each week for core (Math, Science, ELA, & Social Studies) PLPC content teams at 60 minutes per week based upon the Association and District PLC calendar.
5. Elementary teachers will have no less than 340 minutes of individual planning time on average per week and 60 minutes of allotted PLC Content Team Meeting time per week based upon the Association and District PLC calendar.
6. The District will provide common planning time on a weekly basis for elementary teachers to conduct a PLC Content Team once per week.
7. PLC content teams will work to achieve and plan for expected outcomes by using acceptable agenda items, outlined later.
8. Specials and Elective teachers will not have common planning time provided by the district; however, requests for PLC content team meeting time during the school day will be approved by the District if funds are available.

9. If specials and elective teachers opt to meet after school or before school for their PLC instead of doing so during the day, and the District approves the meeting beforehand, the District will pay \$25 per hour to the special and elective employees present.
10. The District agrees to allow the Association to satisfy the requirement for a minimum of 12 of our 30 contractually obligated Professional Development Hours during PLC meetings that transpire during common planning time, as long as this is allowable by the State of Michigan to count toward the 30 hour requirement.
11. The Association and District will negotiate the PLC Weeks calendar at the same time the school calendar is negotiated. The negotiated agreed PLC calendar for 2023-2024 school year is found below:

Month	PLC Weeks	Total Hours
September	9/11; 9/25	2
October	10/9; 10/16; 10/23	3
November	11/13; 11/27;	2
December	12/4;	1
January	1/8; 1/29;	2
February	2/5; 2/26	2
March	3/4; 3/11	2
April	4/15; 4/22	2
May	5/6; 5/13	2
June	n/a	0
	Total PLC Hours Year:	18
	August 30	6
	November 1	6
	February 16	6
	Total PD Hours Year:	36

ACCEPTABLE PLC AGENDA ITEMS

1. Create or review formative assessments for each essential standard, including proficiency rubrics for each essential; create success criteria; create exemplars.
2. Create formative assessments for the following purposes:
 - a. Identify proficiency and mastery level of each student
 - b. Determine gaps in learning
 - c. Identify causes for student difficulty or misconceptions
 - d. Plan for instruction
3. Using formative assessment data to:
 - a. Identify students who need additional support
 - b. Identify students for whom you don't have adequate evidence to assess (absent?)
 - c. Identify students who are ready to move beyond the skill
 - d. Identify students whose social/emotional well-being is interfering with their academic performance
4. Plan for Tier 2 Intervention and Extension within your content block
 - a. Beginning of Block - Consider pre teaching (front-loading) skills necessary students to access the curriculum
 - b. Middle of Block - Consider reteaching (responding) skills based upon FA data during lesson
 - c. End of Block - Consider reteaching (responding) skills based upon formative assessment data during lesson
 - d. Intentional planning of expectations (procedures & processes)
 - e. Intervention
 - i. Using formative assessment data, plan intervention activities to meet the needs of students (intervention is targeted at reasons why students are struggling)
 - ii. Best practices for interventions of support are: reteaching and pre teaching core content
 - iii. Real-time based upon formative assessment data; flexible/fluid groups; scaffolding
 - f. Extension
 - i. Brainstorm extension activities for the above grade level/above proficiency students aligned to state standards in the content area

- ii. Plan extension activities (extension is targeted at challenging students who are ready. Extend their learning. Engage in opportunities not afforded to students during normal instructional time.)
 - iii. Analyze state and local assessment data as it becomes available for the following:
 - 1. Ensure adequate curriculum alignment exists
 - 2. Use to check validity and reliability of team created formative assessments
 - 3. Identify students who need tier 2 and tier 3 supports
 - 4. Progress monitor student achievement growth
- 5. At any time, state or national standards change, PLC time will be used to analyze new standards and adjust curriculum alignment
- 6. Modify local summative assessments based on new learning

APPENDIX

In consideration of the mutual covenants hereinafter set forth, the Whiteford Agricultural Schools (the "District") Board of Education (the "Board") and the Whiteford Education Association (the "Association") (collectively referred to as the "Parties") agree to the following for the 2023-2024 and 2024-2025 school years:

1. During the 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years, there was no collective bargaining agreement between the Parties due to extended contract negotiations because of economic conditions at the time.
2. During the above-stated years, the Board and pursuant to MCL 423.215b, paid wages and benefits at levels and amounts that were no greater than those in effect on the expiration date of the prior collective bargaining agreement which expired on July 31, 2010. Lanes and steps on the wage scale also remained frozen at July 31, 2010 levels.
3. A successor collective bargaining agreement was ratified on June 9, 2014, resulting in a 1% reduction in wages across the BA/MA wage scales for the 2014-2015 school year.
4. The Parties agree there is no language in the current collective bargaining agreement that addresses the ability for the Board to compensate currently employed Association members who were also employed during the 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years for missed steps or lanes during that timeframe.
5. The Parties agree that currently employed Association members identified in Paragraph 9 were granted additional steps when the BA/MA scales were increased from 11 steps (steps 0-10) to 17 steps (steps 1-17) during the collective bargaining agreement that was effective from August 1, 2017 to July 31, 2019; and subsequently with the addition of steps 18 and 19 on the BA/MA wages scales during the collective bargaining agreement that was effective from August 1, 2021 to July 31, 2023 that resulted in some members being at the top of the current pay scales.
6. The Parties agree that the District is in a financial position to afford advancing current members identified in Paragraph 9 for steps frozen during the relevant time period.
7. Based on the District's current fiscal standing, the Parties wish to compensate members identified in Paragraph 9 who were adversely affected by the four (4) year wage freeze that are still employed with the District.
8. It is further agreed the Board will grant those Association members identified in paragraph 9, if they are still employed with the District as of the end of the 2022-2023 school year, one step during the 2023-2024 school year and a second step during the 2024-2025 school year, contingent upon the following:

- a. Association members who are at step 19 of the pay scales for the 2022-2023 school year will receive no additional compensation (i.e., Todd Schreiber, Lisa Childers, Brad Stevens, Christine Seiser, Matt VanBrandt, Jim DeSilvis, Mariann Hillard and Corey Mills).
 - b. Association members who were employed during the period of the freeze in wages are only eligible for up to two additional steps, depending on their date of hire.
9. It is further agreed to place the following Association members one additional step during the 2023-2024 school year (10 members) and 2024-2025 school years (three members) as noted below:

Name	Hire Date	Eligible Steps	Current 22-23 Step	Traditional 23-24 Step	Revised 23-24 Step	Traditional 24-25 Step	Revised 24-25 Step
Head, Jennifer	8/8/2005	1	16	17	18	19	n/a
Ross, James	8/8/2005	1	16	17	18	19	n/a
Haley, Melissa	9/12/2005	1	16	17	18	19	n/a
DeVantier, Michelle	10/10/2005	1	16	17	18	19	n/a
Groch, Linda	8/28/2007	2	15	16	17	18	19
Hubbard, Kirk	8/23/2008	2	12	13	14	15	16
Welling, David	9/1/2010	2	10	11	12	13	14
Brunt, Kathryn	8/18/2012	1	10	11	12	13	n/a
Cisek, Danelle	8/18/2012	1	10	11	12	13	n/a
Delmotte, Michelle	9/10/2012	1	10	11	12	13	n/a

The Parties further agree that this Appendix does not impact or modify the terms of the existing WEA collective bargaining agreement; nor shall it be deemed a binding precedent or past practice for purposes of labor relations between the Parties. This Appendix will expire on June 30, 2025 and will not be subject to future negotiations beyond June 30, 2025.