

MASTER CONTRACT
BETWEEN THE
WHITTEMORE-PRESCOTT
AREA SCHOOLS
AND THE
WHITTEMORE-PRESCOTT
EDUCATION ASSOCIATION
2026-2028

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:

Matt Jakubik
Whittemore-Prescott Area Schools (989)
756-2500

If resolution of said complaint has not occurred to the satisfaction of all parties within fifteen (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 fifteen (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 forty-five (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 format was adopted by resolution by the Whittemore-Prescott Area Schools Board of Education on October 11, 1976, and on May 12, 1980, respectively.

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MASTER CONTRACT

AGREEMENT

This Agreement entered into this 8th day of June, 2026, 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. School Building, School Boards, School Administration and Teacher 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 (PERA), 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, Including all professional staff and any other individuals whose job involves teaching or being officially recognized as the teacher of record for a class. It also covers anyone whose position requires teacher certification, as well as individuals who may not be certified but are considered "qualified" under alternative teaching pathways allowed by

the State of Michigan or federal law. 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.

B. CERTIFICATION

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

C. NON-CERTIFIED

Non-certified teachers will remain on Bachelor's step one until they become certified. When a non-certified teacher becomes certified, the district will honor the steps earned under the non-certified contract and place teacher on the appropriate step at the start of the teachers certified contract. This is pending board approval of the certified hire. Seniority will start at the start of the certified hire date.

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 ensure 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 ensure that the qualifications required by law are met concerning this issue.

ARTICLE II—TEACHER'S RIGHTS

A. RECOGNITION OF RIGHTS

Pursuant to THE PUBLIC EMPLOYMENT RELATIONS ACT (PERA) WHICH REGULATES COLLECTIVE BARGAINING FOR PUBLIC SCHOOL EMPLOYEES 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 RESOURTS

The Board agrees, in response to request of the Association, to make available within one (1) week information concerning the financial resources of the District, tentative budgetary requirements and allocations that 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. DISCIPLINE

A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

Complaints or concerns must be investigated and substantiated before said issues are usable as the basis for disciplinary action. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

A program of progressive discipline shall be followed for each unrelated incident:

1. Verbal reprimand
2. Written reprimand
3. Suspension with or without pay
4. Further discipline/suspensions up to and including discharge

The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on paid administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

1. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be subject to the Grievance Procedure. A copy of the written disciplinary complaint made against an employee shall be promptly called to their attention and a corrective procedure given to the employee.
2. Any complaint made against an employee will be promptly called to the employee's attention. The Administration may conduct an investigation into the complaint if it's serious enough to warrant said investigation. It is recognized that in the case of potential criminal charges, notification may not occur immediately. Should the investigation result in no substantiation of the complaint, all documents regarding the complaint and investigation will not be in the employees personnel file or destroyed upon legal mandate.
3. From the date of ratification of this Agreement forward no document, upon which discipline or adverse performance evaluations may be based, will be placed in the employee's personnel file without written notification to the employee. All such documents will be dated. The employee will be provided a copy of any document placed in his/her file.
4. A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement.

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 or after the end of the student's 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 Districtwide calendar.

No teacher can advance more than one (1) 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 or 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. MEET AND CONFER

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

C. MISCELLANEOUS BENEFITS

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

A. Medical Benefits:

Medical - MESSA ABC Plan 2

Medical: MESSA ABC Plan 2 (DI)

- IN Deductible: Currently \$2,000 (1P)/\$4,00 (2P & FF), changes are determined by law
- 0% Co-insurance
- OV/UC/ER Copay: N/A

- RX Drug Copay: 3Tier
- Riders Included: EAI

Medical - MESSA ABC Plan 2

- Medical: MESSA ABC Plan 2 (FG)
- IN Deductible: Currently \$2,000 (1P)/\$4,000 (2P & FF), changes are determined by law
- 0% Co-insurance
- OV/UC/ER copay: N/A
- RX Drug Copay: 5 Tier
- Riders Included: EAI

Medical - MESSA ABC Plan 2

- Medical: MESSA ABC Plan 2 (JS)
- IN Deductible: Currently \$2,000 (1P)/\$4,000 (2P & FF), changes are determined by law
- 20% Co-insurance
- OV/UC/ER copay: N/A
- RX Drug copay: 5 Tier Mail
- Riders Included: EAI

Medical - MESSA Choices

- Medical: MESSA Choices (AZ)
- IN Deductible: Currently \$1,000 (1P)/\$2,000 (2P & FF), changes are determined by law
- 10% Co-insurance
- TH:24-7/MH/PC Copay: \$20/\$20/\$20
- OV/SV/UC/ER copay: \$20/\$20/\$25/\$50
- RX Drug copay: 3 Tier Mail
- Riders Included: EAI
- No HSA

B. Ancillary Benefits:

Ancillary: Plan Year Jan-Dec

- Dental: 80%/80%/80% Diagnostic & Preventive Services/Basic Services/Major Services, Annual Max \$2,000/Person; 80% Orthodontics, Lifetime Max \$2,000, Riders 2 Cleanings
- Vision: VSP 3
- LTD (Long Term Disability) Benefit: 60%, Max \$3,500, Maximum monthly salary \$5,833, Waiting Period 90 CDMF
- Alcohol/Drug: Same as any other illness
- Mental/Nervous: Same as any other illness
- Family Social Security Offset

- Pre-existing Condition Waiver: Yes
 - COLA: No
 - Negotiated Life: \$30,000
 - AD&D (Accidental Death and Dismemberment): \$30,000
2. Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period from January 1 until December 31.
 3. It is understood that the Board or Association may open this Agreement for the express purpose of reviewing Medical and Ancillary Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
 4. The Board's annual premium for full time teachers electing Medical Insurance with MESSA ABC Plan 1 (Plan A, C, or D) shall be in compliance with one of the two insurance payment calculations identified in current legislation (PA 54 and PA 152). Employees will pay their portion of the premium co-pays divided equally over 21 or 26 bi-weekly pays. The Board may adjust employee's payroll deductions as necessary in order to be compliant with PA152. The employee's contributions shall be communicated in a timely manner with supporting documentation to the employee and/or the Association upon request.
 5. If the District decides to follow the Eighty/Twenty (80%/20%) percent compliance option for premium co-pay, the District shall pay eighty (80%) percent of the total cost of the medical premiums (which includes ancillary benefits) as described above, eighty (80%) percent of the ancillary premiums as described above, and eighty (80%) percent of the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each medical benefit plan coverage year for employees enrolling in an ABC medical plan.
 6. If the District decides to follow the Eighty/Twenty (80%/20%) percent compliance option for premium co-pay, the District shall have sixty (60%) percent of the IRS deductible minimums for HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and twenty (20%) percent of the IRS deductible minimums for HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September by the employer for employees enrolled in a MESSA ABC Plan A, C, or D.

The IRS deductible minimums for HSA eligible ABC 1 medical plans are currently one thousand six hundred (\$1,600) dollars for self only and three thousand two hundred (\$3,200) dollars for two person and full family.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with the HSA eligibility is increased beyond the current

deductible, the deductible will automatically adjust to meet the federal minimum requirement.

7. If the District decides to follow the Eighty/Twenty (80%/20%) percent compliance option for premium co-pay, each employee enrolled in a MESSA Plan A, C, or D that includes both medical and ancillary benefits shall pay twenty (20%) percent of the premium and twenty (20%) percent of the annual deductible funding to their HEQ HSA for their elected medical benefit plan coverage year.
8. The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's first paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
9. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal Law.
10. If the District decides to follow the hard cap compliance option for premium co-pay, the hard cap implementation shall be aligned with the January 1 through December 31 medical plan year. The 2024 hard caps will be used for the 2024 calendar year. On January 1 per MCL 15.563 as specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each subsequent hard cap. For example, on January 1, 2025, the 2025 hard caps will begin implementation and on January 1, 2026 the 2026 hard caps will begin implementation.
11. If the District decides to follow the hard cap compliance option for premium co-pay, employees who enroll in a Medical Insurance Plan shall have sixty (60%) percent of the IRS deductible minimums for HSA eligible ABC 1 medical plans (one thousand six hundred (\$1,600) dollars for self only and three thousand two hundred (\$3,200) dollars for two person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and forty (40%) percent of the IRS deductible minimums for HSA eligible ABC 1 medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September by the employer.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with the HSA eligibility is increased beyond the current deductible, the deductible will automatically adjust to meet the federal minimum requirement.

12. If the District decides to follow the hard cap compliance option for premium co-pay, the member's portion will be determined by subtracting the annual hard cap from the medical portion of Plan A, C, or D plus the IRS deductible minimum. The remaining amount will be the member's co-pay. For example, if the Plan A, C, or D premium for a single subscriber is \$637.56 per month then the annual medical premium would be

\$7,650.72. If the annual IRS deductible amount is \$ 1,400, added together, the annual medical portion for MESSA Plan A is \$9,050.72. If the annual hard cap amount is \$7,304.51, then the medical premium portion for the District is \$7,304.51 and the employee's is \$1,746.21.

13. If the District decides to follow the hard cap compliance option for premium co-pay, the District will pay for one hundred (100%) percent of the ancillary cost of Plans A, B, C, and D.
14. For employees electing out of medical insurance coverage (Plan A, C, or D), the District shall provide without cost to the employee Plan B ancillary insurance coverage as listed above. An additional amount will be paid by the Board as a cash option according to the schedule below and in accordance with the plan adopted by the Board pursuant to section 125 of the Internal Revenue Code.

<u># of Staff</u>	<u>Cash-in-Lieu Amounts</u>
1-6	\$2000
7+	\$3500

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
 Vanguard

D. 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.

E. PROFESSIONAL ASSOCIATION DAYS

Professional Association days will be granted with full pay and shall not count as personal leave, at the discretion of the Superintendent.

F. PROFESSIONAL DAYS

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

G. PAYROLL ADJUSTMENTS AND HOURLY WAGES

Payroll adjustments and hourly wages will be based on one hundred ninety-one (191) days for the term of this Agreement according to the following calculation: One Hundred Eighty (180) school days plus the paid holidays, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Christmas Day, New Year's Day, ~~Good Friday~~, and five (5) inservice days, that can be counted by the hour. Contracts will be issued based on the number of days listed above or as determined by law.

H. PAID TIME OFF (PTO)

Each employee shall be credited with fifteen (15) paid time off days. All twelve (12) month employees shall be credited with seventeen (17) days. These days may accumulate to one hundred (100) paid time off days.

PTO days shall be distributed accordingly for school year employees:

Card Marking #1:	4 days
Card Marking #2:	4 days
Card Marking #3:	4 days
Card Marking #4	3 days

Teacher's contracts may be based on twenty-one (21) or twenty-six (26) bi-weekly payments (twenty-two (22) or twenty-seven (27) bi-weekly payments are required in some years to ensure accurate bi-weekly payments continue) at the option of the teacher. All twelve (12) month employees must be paid on the twenty-six (26) (or twenty-seven (27) in some years) bi-weekly payment system. New staff hired prior to the first day of school will have the option of a 27 bi-weekly payment arrangement their first year to minimize the time from the start of the school year to the September pay cycle.

I. UNUSED PAID TIME OFF DAYS REIMBURSEMENT

For any unused paid time off days over the one hundred (100) accumulated days, teachers or their beneficiary will be reimbursed seventy-five dollars (\$75) per day at the end of each school year. The number of accumulated paid time off days shall be stated on the first paycheck stub of each year.

J. PAID TIME OFF DAYS REIMBURSEMENT AT RETIREMENT

The Board shall reimburse the retiring teacher or his/her beneficiary at retirement for each unused paid time off days up to a maximum of one hundred (100) days. To receive retirement pay all of the following criteria must be met:

1. The teacher must meet the retirement guidelines of Michigan Public School Employee Retirement System (MPERS) and apply for retirement, submit their retirement paperwork to the Office of Retirement Services and notify the school. The money from the sick day reimbursement may be used to satisfy MPERS guidelines.
2. The teacher must have a minimum often (10) years of service at Whittemore-Prescott Area Schools.
3. The request for payment must be made to the Board according to the following schedule:

Notification Date	Amount per Day	Maximum Amount
By April 1	\$1 10.00	\$11,000.00
By May 1	\$105.00	\$10,500.00
By Last teacher workday up to the 1 st day of the following school year.	\$100.00	\$10,000.00

The teacher will have the option of a lump sum payment by June 30th of the current year, or after January 1st and before January 31st following the separation. If used to purchase years of service, the amount must be paid by the last teacher workday of the current year. At the employee's request, the above amount will be placed into the employee's annuity.

All retiring teachers meeting all of the criteria above will receive this payment.

K. JURY DUTY

No paid time off 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. A member of his/her immediate family subpoenaed the teacher.

No paid time off days will be charged against a teacher when school is not in session.

L. 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.

M. 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 nonprofessional employees.

N. 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.

O. 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. Compensation for curriculum and school improvement work beyond the school day as approved and verified by the building administrator will be paid as listed on the Extra Curricular Salary Scale.

P. 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.

Q. TIME OF DISBURSEMENT

Disbursement of extra pay (i.e. Schedule B, Summer School, etc.) shall be paid in a separate check within three (3) weeks from receipt of required documentation with the Central Office Payroll Administrative Assistant.

R. BUILDING LEADERSHIP TEAM

Each school building will maintain a Building Leadership Team (BLT) designed to support continuous improvement, collaborative decision-making, and alignment with district goals.
Team Composition

The Building Leadership Team will include representative members based on student enrollment. Each building will designate one representative member for every 75 students, determined by the Fall student count from the prior academic year. This structure ensures proportional representation and shared leadership across the building.

Membership Requirements

All Building Leadership Team members are required to actively participate as members of the district's MICIP (Michigan Integrated Continuous Improvement Process) Team. This ensures alignment between building-level initiatives and district-wide improvement efforts.

Roles and Responsibilities

Building Leadership Team members are expected to:

- Collaborate in the development, implementation, and monitoring of school improvement goals
- Analyze student performance and other relevant data to inform instructional and organizational decisions
- Serve as liaisons between the BLT and building staff, ensuring clear communication and shared understanding
- Support the implementation of district initiatives at the building level
- Engage in ongoing professional learning aligned to school and district priorities

Expectations for Participation

Attend and actively participate in all scheduled BLT and MICIP meetings

Contribute to a culture of collaboration, transparency, and continuous improvement

Communicate regularly with colleagues to gather input and share updates

Uphold collective decisions and support implementation with fidelity

Building Leadership Team shall be full time and certified employees.

Pay for Building Leadership Team

Grades 7-12	\$300
Grades K-6	\$300

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.

The following statements are not subject to the grievance procedure: In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code, the Board will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation and communicate such policy to the Association by October 1 of each year. This policy will not alter the terms of this agreement.

T. SALARY SCHEDULE AND LONGEVITY

**2026-2027
TEACHER SALARY SCALE**

				B.S. + 30 OR	B.S. + 50 OR	B.S. + 60 OR	
	STEP	B.S.	B.S.+20	M.A.	M.A. +20	M.A. +30	
4000	1	44,322	45,842	47,362	48,882	50,402	
	2	45,842	47,362	48,882	50,402	51,922	
	3	47,362	48,882	50,402	51,922	53,442	
	4	48,882	50,402	51,922	53,442	54,962	
	5	50,402	51,922	53,442	54,962	56,482	
	6	51,922	53,442	54,962	56,482	58,002	
	7	53,442	54,962	56,482	58,002	59,522	
	8	54,962	56,482	58,002	59,522	61,042	
	9	56,482	58,002	59,522	61,042	62,562	
	10	58,002	59,522	61,042	62,562	64,082	
	11	59,522	61,042	62,562	64,082	65,602	
	12	61,042	62,562	64,082	65,602	67,122	
	13	62,562	64,082	65,602	67,122	68,642	
	14	64,082	65,602	67,122	68,642	70,162	
	15	65,602	67,122	68,642	70,162	71,682	
	16	67,122	68,642	70,162	71,682	73,202	
	LONGEVITY						
	15 YEARS	4,540					
	20 YEARS	5,040					
	25 YEARS	6,040					

2027-2028
TEACHER SALARY SCALE

1250							
			B.S. + 30 OR	B.S. + 50 OR	B.S. + 60 OR		
STEP	B.S.	B.S.+20	M.A.	M.A. +20	M.A. +30		
1	45,572	47,092	48,612	50,132	51,652		
2	47,092	48,612	50,132	51,652	53,172		
3	48,612	50,132	51,652	53,172	54,692		
4	50,132	51,652	53,172	54,692	56,212		
5	51,652	53,172	54,692	56,212	57,732		
6	53,172	54,692	56,212	57,732	59,252		
7	54,692	56,212	57,732	59,252	60,772		
8	56,212	57,732	59,252	60,772	62,292		
9	57,732	59,252	60,772	62,292	63,812		
10	59,252	60,772	62,292	63,812	65,332		
11	60,772	62,292	63,812	65,332	66,852		
12	62,292	63,812	65,332	66,852	68,372		
13	63,812	65,332	66,852	68,372	69,892		
14	65,332	66,852	68,372	69,892	71,412		
15	66,852	68,372	69,892	71,412	72,932		
16	68,372	69,892	71,412	72,932	74,452		
LONGEVITY							
15 YEARS	4,540						
20 YEARS	5,040						
25 YEARS	6,040						

2027-2028*

Teacher Salary Scale

	2000					
				B.S. + 30 OR	B.S. + 50 OR	B.S. + 60 OR
	STEP	B.S.	B.S.+20	M.A.	M.A. +20	M.A. +30
	1	46,322	47,842	49,362	50,882	52,402
	2	47,842	49,362	50,882	52,402	53,922
	3	49,362	50,882	52,402	53,922	55,442
	4	50,882	52,402	53,922	55,442	56,962
	5	52,402	53,922	55,442	56,962	58,482
	6	53,922	55,442	56,962	58,482	60,002
	7	55,442	56,962	58,482	60,002	61,522
	8	56,962	58,482	60,002	61,522	63,042
	9	58,482	60,002	61,522	63,042	64,562
	10	60,002	61,522	63,042	64,562	66,082
	11	61,522	63,042	64,562	66,082	67,602
	12	63,042	64,562	66,082	67,602	69,122
	13	64,562	66,082	67,602	69,122	70,642
	14	66,082	67,602	69,122	70,642	72,162
	15	67,602	69,122	70,642	72,162	73,682
	16	69,122	70,642	72,162	73,682	75,202
	LONGEVITY					
	15 YEARS	4,540				
	20 YEARS	5,040				
	25 YEARS	6,040				
	* If enrollment of 520 is met					

1. All Certified employees will advance one (1) step each school year;
2. 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 15 or 16 + \$4,540.00
 - Step 20 (Eligible after 19 years with the District) = Step 16 + \$5,040.00
 - Step 25 (Eligible after 24 years with the District) = Step 16 + \$6,040.00

ALL EMPLOYEES SUBJECT TO EVALUATIONS

The following statements are not subject to the grievance procedure: In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code, the Board will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation and communicate such policy to the Association by October 1 of each year. This policy will not alter the terms of this agreement.

EXTRA-CURRICULAR SALARIES

ATHLETICS

Base Salary: \$5,015

Longevity in the Activity:

At the beginning of year 6: an additional \$250 to the final payment

At the beginning of year 11: an additional \$375 to the final payment

At the beginning of year 16: an additional \$500 to the final payment

<u>ACTIVITY</u>	<u>BASE%</u>
Varsity Football-(1)	95.0%
Varsity Assistant Football-(2)	70.0%
J.V. Football-(1)	65.0%
J.H. Football-(2)	35.0%
Varsity Girls' Basketball-(1)	95.0%
J.V. Girls' Basketball-(1)	70.0%
7th Grade Girls' Basketball-(1)	35.0%
8th Grade Girls' Basketball-(1)	35.0%
Varsity Volleyball-(1)	85.0%
J.V. Volleyball(1)	65.0%
J.H. Volleyball 7 th Grade-(1)	25.0%
J.H. Volleyball 8 th Grade-(1)	25.0%
Varsity Wrestling-(1)	85.0%
Assistant Wrestling-(1)	60.0%
Varsity Boys' Basketball-(1)	95.0%
J.V. Boys' Basketball(1)	70.0%
7th GradeBoys' Basketball-(1)	35.0%
8th GradeBoys' Basketball-(1)	35.0%
Varsity Baseball-(1)	75.0%
J.V. Baseball-(1)	60.0%
Varsity Softball-(1)	75.0%
J.V. Softball-(1)	60.0%
Boys Varsity Track-(1)	70.0%
Girls Varsity Track-(1)	70.0%
Tennis-(1)	70.0%
Varsity Soccer-(1)	70.0%
J.H. Boys Track-(1)	25.0%
J.H. Girls Track-(1)	25.0%
Fall Cheerleading-(1)	35.0%
Winter Cheerleading-(1)	40.0%
J.H. Winter Cheerleading-(1)	30.0%
Boys Bowling-(1)	40.0%
Girls Bowling -(1)	40.0%
Strength and Conditioning Coach-(1)	85.0%

EXTRA-CURRICULAR SALARIES

NON-ATHLETICS

Base Salary:	\$5,015
Curriculum/School Improvement:	\$30.00 per hour
Longevity in the Activity:	

At the beginning of year 6: an additional \$250 to the final payment
At the beginning of year 11: an additional \$375 to the final payment
At the beginning of year 16: an additional \$525 to the final payment

All Positions listed in the non-athletics portion will be for one coach/advisor as listed

ACTIVITY	BASE%
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	65%
Senior Advisor	60.0%
Junior Advisor	60.0%
Junior/Senior Co-Advisor	60.0%
Sophomore Advisor	30.0%
Freshman Advisor	30.0%
6 th Grade Advisor	10.0%
7 th Grade Advisor	25.0%
8 th Grade Advisor	25.0%
National Honor Society	35.0%
Knowledge Bowl	35.0%
Middle School Science Olympiad	40.0%
Elementary School Science Olympiad	40.0%
S.A.D.D.	25.0%
Varsity Club	35.0%
Drama Club	60.0%
Junior High Drama Club	30.0%
Jr./Sr. High School Test Coordinator	15.0%
Jr./Sr. High School Special Education Test Coordinator	15.0%
Ele. School Test Coordinator	15.0%
Ele. High School Special Education Test Coordinator	15.0%
High School Robotics	40.0%
Middle School Robotics	20.0%
District Positivity Project	15.0%

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:

	<u>Head Coach</u>	<u>Varsity</u> Assistant	<u>*Head Coach</u>	<u>*Assistant</u> Coach
District Team Championship	\$250	\$200		
Regional Team Championship	\$300	\$250	\$300	\$250
State Team Championship or Runner Up	\$400	\$300	\$400	\$300

*Competitions where districts are not held.

1. 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.)
2. Teachers in a yearlong 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.
3. All employees with extra-curricular duties shall be paid on the BS Salary Schedule.
4. Other activities not included shall be determined by committee of the WPEA and the Superintendent.
5. 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.
6. 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 nontenured assignments. The Board shall have the discretion to not employ or reemploy 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 (i.e., band, choir, yearbook, play/drama) any assignment in addition to the normal teaching schedule during the regular school year (i.e., 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 fifteen percent (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.

7. 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 Schools shall be as follows:

1. Teachers will check into their classroom fifteen (15) minutes prior to the beginning of the school day.
2. Teachers will remain at the school at least fifteen (15) minutes after school is dismissed.
3. Unless the building principal grants permission, teacher shall leave no earlier than the above time.
4. A ten (10) minute period of transition will be provided for teachers traveling between buildings. Time to travel from one building to another shall not be deducted from scheduled preparation time or duty-free lunch period for teachers who serve in more than one building. Per-diem pay will be provided for lunch or preparation time lost to teachers that are required to travel during that time. The appropriate administrator(s) will consult with the teacher in developing their schedule as well as expectations regarding attendance at staff meetings, parent-teacher conferences, preparation periods and any other related matters based on the time spent in each building.

B. ELEMENTARY PREPARATION TIME

Elementary preparation time shall be within ten (10) minutes per regular week of secondary teacher preparation time exclusive of the time before arrival and the time after departure of the students for the school day 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 BS, Step I scale, prorated (one hundred ninety-one (191) days/six (6) hours per day). When volunteers are not numerous enough, members of the staff at that building shall be assigned on a rotating basis. Lunch recess shall be duty free. In the event that a teacher's preparation time falls below the designated preparation time in any given week, the teacher will be paid for the lost time at the rate stated above.

Teachers will have duty free lunch at the time their students are at lunch. Regularly scheduled recess is considered prep time.

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 fifty (50) to sixty (60) 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 BS, Step 1, prorated (one hundred ninety-one (191) days/six (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 two (2) per month one (1) hour in length. It shall be the Administration's responsibility that all teachers are notified (except in cases of emergency) at least three (3) 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.

E. MENTOR TEACHERS

A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform duties of a master teacher as specified in the Code.

1. Every effort will be made to assure that teachers know about available mentor positions. A mentor teacher shall be assigned in accordance with the following:
 - a. Such assignments are voluntary whenever possible.
 - b. Every effort shall be made to have a mentor teacher be a non-probationary member of the bargaining unit.
 - c. The administration shall notify the Association when a mentor teacher is assigned to a probationary teacher (mentee).
 - d. Every effort shall be made to use mentor teachers who work in the same building and have the same area of assignment as the mentee.
 - e. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it is in the best interest of the parties.
 - f. A mentor can have no more than one probationary teacher whenever possible.
 - g. Non Certified and Non Tenure teachers are required to attend New Teacher Academy and mentor meetings under Section E.

2. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee relationship is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential unless required by law.
3. Mentor/Mentee pairs are required to follow the district provided timeline and agenda topics and maintain accurate logs documenting meeting dates and time of relevant professional development. Completed logs are to be forwarded to the building principal no later than June 1 or the last teacher workday. Minimum log hours and delivery of the log to the building principal is required for mentor pay to be processed.
4. The mentor will be paid for each mentee as follows provided all expectations of Mentor/Mentee are completed and he/she is not absent from more than two (2) school sponsored meetings with his/her mentee(s):

Year one	17 hours	\$500
Year two	12 hours	\$375
Year three	7 hours	\$250

Release time for the mentor and/or mentee shall be provided as needed for observations upon request.

ARTICLE V—TEACHING LOADS TRANSFERS AND ASSIGNMENTS.

A. DEFINITIONS

A transfer shall be defined as a change from one (1) 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 assignment 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

Whenever possible, teachers shall teach no more than six (6) periods where a secondary day consists of seven (7) periods, or no more than five (5) periods where a secondary day consists of six (6) periods. In the event that the District adopts the "block scheduling" concept, the Association agrees that each teacher will receive the equivalent of five (5) periods of release time (no scheduled class) per week as was scheduled during the 199798 school year. No teacher in the secondary schools shall have more than five (5) 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

The parties recognize that it is desirable to have teachers working within their area of competence and will strive to achieve that objective.

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 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.

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.

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 1-2	25 Students
c. Grades 3-4	26 Students
d. Grades 5-6	28 Students
e. Grades 7-12	30 per class period

*Music and Physical Education classes (45 per class period).

Each class period will have a maximum of thirty (30) students. Overload pay for 7-12 grades for class size over thirty (30) will be paid on a per class basis.

2. Compensation for all classrooms will be based on the actual classroom overages for each class. Teachers shall notify the building principal of classroom overages that exceed the agreed upon class sizes within twenty-four (24) hours of the overage occurring. During the first (1st) ten (10) days, after notification, of a semester, administration will adjust classroom overages if possible. For overages that continue past the first (1st) ten (10) days of the semester, the overages will be paid for the entire part of the semester that the overage exists. The overage will be paid at the end of each semester. If an overage from the first (1st) semester carries over into the second (2nd) semester for the same class, compensation will include the first (1st) two (2) weeks of the semester. Compensation for notified overages will be calculated at the conclusion of each semester for the classes in which the teacher notified the building principal, using the District Information System.
3. For teachers in Young 5's through 6th 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 (3) students. A payment of two additional dollars (\$2.00) per student per day will be paid on the fourth (4th) and above students.

Example:

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

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

4. Teachers in grades 7-12 shall be paid at a rate of three dollars (\$3.00) per student for each class period 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.

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 (see Appendix) 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. TELEPHONE

The Board shall make a phone available to the teachers for their professional use.

H. DRESS CODE

Appearance affects how students and parents perceive us. All employees will dress as professionals in clothing that is appropriate to the school setting. Blue jeans will be allowed on Fridays, paired with a professional top, school apparel, higher education or other supporting education.. Failure to follow dress code will result in disciplinary action per Article II E.

ARTICLE VII—VACANCIES AND TRANSFERS

- A. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.
- B. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least five (5) working days, prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.
- C. Internal qualified applicants shall be awarded an interview and will be considered for the position. 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.

If 2 or more employees equally qualified, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

- D. A "transfer" shall be defined as either a voluntary or involuntary change in a bargaining unit employee's position.
- E. A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be seriously considered unless the granting of same is inconsistent with the contract

language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

- F. Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement. If 2 or more employees equally qualified, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

ARTICLE VIII—SENIORITY

A. 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.

All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

B. 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.

C. CERTIFICATION

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.

ARTICLE IX—LEAVE OF ABSENCE

A. MEDICAL LEAVE

Medical leave (without pay) shall be granted to teachers who have been employed in the local school system two (2) years or more, if recommended by a doctor (in writing). Such leave shall not exceed one (1) year plus the balance of the unfinished year. If the teacher has completed one (1) semester, or more of the year, one (1) 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/She shall be reinstated to his/her 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 (3) or more years in the system may be granted a leave of absence not to exceed one (1) 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 PAID TIME OFF

1. Paid Time Off (PTO) shall be used for any day that a teacher is taking leave from work.
2. When a teacher takes Paid Time Off:
 - a. PTO shall not be granted for the following days unless specifically granted by the Superintendent for extenuating circumstances. All days off adjoining to the requested day(s) must be approved or will be unpaid at the BA Step I Salary Rate.
 1. First Teacher Day.
 2. Last Teacher Workday.
 3. Parent-Teacher Conference Day(s).
 4. In-service Day(s).

5. 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.
 6. Exception: Fridays in August are not considered vacation days unless tied to Labor Day Weekend.
- b. After five (5) consecutive paid time off days, the Superintendent may require a doctor's statement of condition to return to work.
 - c. 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.
 - d. Adoption—A maximum of thirty-five (35) days. Provided the leave is not qualifying leave under The Family and Medical Leave Act (FMLA).
 - e. When a teacher must be absent from school more than the allowable paid time off days, he/she shall have deducted from his/her salary only the amount paid to his/her substitute teacher. The absence must be prearranged with the Principal and approved by the Superintendent.
 - f. A teacher desiring to use paid time off day must provide prior notification of twenty-four (24) hours, except in emergencies, which preclude such notification.
 - g. No paid time off days shall be charged against a teacher when school is not in session.
 - h. Teachers are responsible for requesting a substitute teacher through the current system.

G. BEREAVEMENT

A bereavement leave for a maximum of three (3) days shall be given without charge against the teacher's allocated paid time off for a death in the immediate family: Spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, children, grandchildren, and grandparents.

A bereavement leave for a maximum of one (1) day shall be given without charge against the teacher's allocated paid time off for a death in the extended family: Uncle and aunt.

Additional bereavement time, if needed, shall be charged against the teacher's paid time off allotment.

ARTICLE X—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 classroom.

B. ASSAULT OF TEACHER

The Principal shall promptly report any case of assault upon a teacher to the Board or its designated representative. The Board will provide legal counsel for consultation to advise the teacher of his/her 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 X shall not be charged against the teacher.

D. COMPLAINTS

The Principal shall promptly call any complaint by a parent of a student directed toward a teacher to the teacher's attention unless law enforcement is involved. 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 the 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 (10) 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. SUPPORTIVE WORK ENVIRONMENT

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, in writing, to their immediate supervisor. If the concern is with said person, it can be reported to the Superintendent and/or Board.

ARTICLE XI—EVALUATION

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback.
3. clear approaches to measuring student growth with relevant data on student growth.
4. multiple rating categories that consider student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as mutually determined by staff and administration.

- b. The teacher, with building administration, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
- 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

B. Process:

- 1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - b. The observation must include a review of pupil engagement in the lesson that is observed.
 - c. To ensure 1.b and 1.c above, the observation shall be no less than fifteen (15) minutes.
 - d. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than fifteen (15) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback.
 - e. There shall be at least 2 classroom observations, 1 of which maybe unscheduled, of a teacher in each school year the teacher is evaluated.
- 2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the yearend evaluation determination.

3. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every second or third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
4. In addition, teachers who are evaluated with an IDP, including probationary teachers and those receiving a less than effective evaluation in the preceding year, shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations that are used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

C. Rights of Tenured Teachers:

A tenured teacher who is rated as "needing support" shall be informed of their rights pursuant to the law.

D. Training on evaluation system, tools, and reporting forms:

Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to new teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

ARTICLE XII—LAYOFF AND RECALL

- A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the procedures and criteria outlined in Board Policy 3131 will be used. If all factors are equal seniority will be used as a tie breaker.
- B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified.
- C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive at least a 60-calendar day notice in writing before the effective date of layoff.
- D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoffs sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
- F. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

- G. Teachers laid off shall have insurance benefits continued and paid by the Board until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XIII—NEGOTIATIONS PROCEDURES

A. 90 DAY REQUIREMENT

At least ninety (90) 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. 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 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/her 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.

J. PERA

The parties have negotiated this Agreement in a good faith attempt to comply with PERA. If duly authorized state officials determine that this Agreement is not in conformance with PERA and thus disqualifies the Board from receipt of "best practice" or other funding, the parties agree to commence immediate negotiations with the objective of modifying contract language in such a way that it would enable the Board to receive full state funding.

ARTICLE XIV—PROFESSIONAL GREIVANCE 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 in violation of Federal or State Law 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 who action might be taken in order to resolve the problem.
5. The term "days" shall mean central office 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 the Association shall name a substitute.
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 (1) 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. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the mediator and/or arbitrator shall have no power to order one.
9. If any employee for who a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of their contract, they shall be reinstated with full reimbursement of all compensation lost.
10. An arbitration award or grievance settlement will not be made retroactive beyond July 1 of the fiscal year in which the grievance arose unless agreed by both parties.

11. Steps of Procedure:

- a. **STEP ONE:** An employee, or Association, believing themselves wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence shall orally discuss the matter with the building principal in an attempt to resolve the issue.
- b. **STEP TWO:** If no resolution is obtained in STEP ONE, within ten (10) central office days of the STEP ONE meeting, the aggrieved employee and the committee person shall reduce the matter to writing. The employee must identify the discussion as involving a grievance matter and use the "Grievance Forms" attached and present copies to their immediate Supervisor. The supervisor must give an answer within ten (10) central office days after such meeting.

Written grievance as required herein shall be submitted on the form developed by the Association (Appendix A). Grievance forms must be signed by a representative of the Association and the aggrieved person, when necessary.

Written grievances shall follow these guidelines:

- 1. It shall be signed by the appropriate parties.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall site the article, section, or subsections of this contract, alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- c. In applying the procedure hereinafter set forth, if the grievance arises from an action of authority higher than that represented by Level 2, the grievant may initiate such grievance as Level 3 of the procedure.
 - d. **STEP THREE:** If the grievance is not resolved in Step TWO, the Grievance Committee shall, within ten (10) central office days from receipt of the Supervisor's answer then submit a copy of the grievance to the Board's designated representative or Superintendent. A meeting will then be held as soon as possible, but not later than ten (10) central office days after submission of the grievance at Step THREE, between the Board representatives or Superintendent and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board's designated representative or Superintendent shall be made in writing within ten (10) central office days after the meeting.
 - e. **STEP FOUR:** If the grievance is not resolved in step THREE, the Grievance Committee shall within ten (10) central office days from the receipt of the Board's designated representative or Superintendent's answer, in writing, of their desire for a meeting with the Board of Education. Such meeting, which will

include the employee, committee person and the Staff Representative, shall be held at the next scheduled Board Meeting from the receipt of such notice. Within one (1) month from the hearing of the grievance, the Board of Education shall render its decision, in writing. The Board of Education may hold future hearings provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than one month after the initial hearing.

- f. **STEP FIVE:** If the grievance is not resolved in Step FOUR, the Association may, at its option, within ten (10) central office days from the receipt of the Board of Education's decision, request the mediation services of the Michigan Employment Relations Commission (MERC) in resolving the dispute.

Powers of the mediator are subject to the following limitations:

1. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. They shall have no power to change any practice, policy, or rule of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board of Education unless in violation of state or federal law.
 3. They shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide unless in violation of state or federal law. In rendering decisions, a mediator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 4. They shall not hear any grievance previously barred from the scope of the grievance procedure.
 5. Provided that the mediator finds that all procedures as set forth in this process have been followed, they shall not be empowered to substitute their judgment for the judgment of the Board in matters relating to the termination of services, failure to re-employ any employee, or evaluation unless in violation of state or federal law.
 6. They shall not have the power to interpret state or federal law nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
- g. **STEP SIX:** If the grievance is not resolved through mediation, the Association may within thirty (30) central office 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 and each party shall assume its own cost for representation, including any expense of witnesses. In the event there is not a clear-cut losing party in an arbitrator's decision, the Costs of Arbitrator shall be borne equally by both parties.

Powers of the arbitrator are subject to the following limitations:

1. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. They shall have no power to change any practice, policy, or rule of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board of Education unless in violation of state or federal law.
 3. They shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide unless in violation of state or federal law. In rendering decisions, a mediator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 4. They shall not hear any grievance previously barred from the scope of the grievance procedure.
 5. Provided that the arbitrator finds that all procedures as set forth in this process have been followed, they shall not be empowered to substitute their judgment for the judgment of the Board in matters relating to the termination of services, failure to re-employ any employee, or evaluation unless in violation of state or federal law.
 6. They shall not have the power to interpret state or federal law nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
- h. **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.
- i. **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.

ARTICLE XV—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.

Three (3) of five (5) in-service days or equivalent number of hours will qualify for SCECH Credits.

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

ARTICLE XVI—DURATION/MAINTENANCE OF STANDARDS

This Agreement shall be effective as of August 6, 2024, and shall continue in effect until June 30, 2026. This Agreement is restricted to the Whittemore-Prescott Education Association and the Board of Education.

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.

WHITTEMORE-PRESCOTT
EDUCATION ASSOCIATION

WHITTEMORE-PRESCOTT AREA SCHOOLS
BOARD OF EDUCATION

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541, et seq., may reject, modify, or terminate this Agreement as provided in the Act. The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.

APPENDIX A

WHITTEMORE-PRESCOTT SCHOOL DISTRICT CERTIFIED STAFF GRIEVANCE REPORT FORM

GrievanceNumber:

School Building:

Grievant:

Assignment:

Date Cause of Grievance Occurred:

LEVEL 1. Date Grievance was first presented to Building Principal or Supervisor:

LEVEL 2. Date of filing written Grievance:

- A. 1. Statement of Grievance (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

2. Relief Sought:

Disposition of Principal (Or Supervisor) and Other Administrator's Disposition:

Signature of Principal or Supervisor

Date

c. Disposition of Grievant and/or Association: Satisfactory: Unsatisfactory:

Signature of WP EA President

Signature of Grievant

Date:

Date:

LEVEL 3.

A. Date Received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

Signature of Superintendent

Date

c. Disposition of Grievant and/or Association: Satisfactory: Unsatisfactory:

Signature of WP EA President

Signature of Grievant

Date:

Date:

LEVEL 4.

A. Date Received by Board of Education or Designee:

B. Disposition of Board of Education or Designee:

Signature of Board President

Date

c. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

Signature of WP EA President

Signature of
Grievant

Date:

Date:

LEVEL 5

A. Date Submitted to Mediator:

B. Disposition by Mediator:

Signature of Mediator

Date

c. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

Signature of WP EA President

Signature of Grievant

Date:

Date:

LEVEL 6.

A. Date Submitted to Arbitration:

B. Disposition and Award of Arbitrator:

Signature of Arbitrator

Date

Date of Decision

Decision Attached

Appendix B

Team-Teaching Partnership Agreement

General
Education
Teacher

 Person

Special
Education
Teacher

 Person

School Year

20## - 20##

Course/Grade
Level

**** / ### Grade

Date
Agreement
Completed

 Date

1. Shared Vision: Teaching for Understanding & Positive Relationships

What do we want students to understand, know and be able to do as a result of this course?

How will we create an inclusive, respectful classroom?

What does successful team-teaching look like?

2. Co-Teaching Model(s) Used: Organization & Teaching for Understanding

☐

One Teach, One Assist

☐

Station Teaching

☐

Parallel Teaching

☐

Alternative Teaching

☐

Team Teaching

☐

One Teach, One Observe

Primary model and Rationale:

3. Instructional Responsibilities

• Planning

General Education Teacher	Special Education Teacher	Shared Responsibilities

• Lesson Delivery

General Education Teacher	Special Education Teacher	Shared Responsibilities

• Assessment (Formative & Summative)

General Education Teacher	Special Education Teacher	Shared Responsibilities

4. Differentiation & Accommodations Responsibilities

• Planning

General Education Teacher	Special Education Teacher	Shared

--	--	--

• Providing

General Education Teacher	Special Education Teacher	Shared

• Documenting

General Education Teacher	Special Education Teacher	Shared

5. Classroom Management

Shared expectations for student behavior:

Role of General Education Teacher:

Role of Special Education Teacher:

Procedures for handling behavior concerns:

6. Communication & Collaboration

Preferred communication method(s):

☐ Email ☐ Text ☐ Shared document ☐ In-person ☐ Other:

How will information be shared with families?

7. Grading & Progress Reporting
- Grading Assignments/Assessments

General Education Teacher	Special Education Teacher	Shared

- Documenting Progress Towards IEP Goals

General Education Teacher	Special Education Teacher	Shared

WHITTEMORE-PRESCOTT AREA SCHOOLS
BOARD OF EDUCATION

By: Janet Smith
Janet Smith, President

By: Sue Sheehan
Sue Sheehan, Vice President

By: Prolonged Unexcused Absence
Dennis Parent, Secretary

By: Michele Thorson
Michele Thorson, Treasurer

By: April Mason
April Mason, Trustee

By: Prolonged Unexcused Absence
Mary Phinney, Trustee

By: Kelli Vohwinkle
Kelli Vohwinkle, Trustee

By: Bryan Crainer
Bryan Crainer, Interim Superintendent

WHITTEMORE-PRESCOTT
EDUCATION ASSOCIATION

By: Tonja Hinkston
Tonja Hinkston, MEA UniServ

By: Kelly Ruckle
Kelly Ruckle, WP EA President

By: Morgan Prescott
Morgan Prescott, WP EA Negotiator

By: Kelli Rau
Kelli Rau, WP EA Negotiator

By: Kara Kiwak
Kara Kiwak, WP EA Negotiator

By: David Lucas
David Lucas, WP EA Negotiator