

MASTER AGREEMENT

BETWEEN

WHITE CLOUD EDUCATION ASSOCIATION

AND

WHITE CLOUD BOARD OF EDUCATION

JULY 1, 2011 TO JUNE 30, 2012

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional certificated personnel including social worker(s) and counselor(s) excluding supervisory, executive personnel, substitutes, adult education, continuing education or high school completion teachers. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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 the Agreement, provided that the Association has been given the opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the revised school code or other applicable federal or state laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Board Rights Clause - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the state of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
- (1) to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
 - (2) to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
 - (3) to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - (4) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

- (5) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are lawful.

- E. Each employee covered by the negotiated Agreement between the Board of Education of the White Cloud Public Schools and the White Cloud Education Association shall, as a condition of employment,

- 1) on or before thirty-one join the White Cloud Education Association or

- 2) pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy.

The employee may sign an assignment authorizing payroll deduction of such fees, dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA constitution, bylaws and administrative procedures. Such sums, fees, dues, assessments and contributions, (note: any pac deductions shall not be inconsistent with requirements of the campaign finance act which at this time requires annual authorization for PAC contributions) shall be deducted as dues from the regular salaries of all member teachers and remitted to the Association, not less frequently than monthly on a schedule agreed between the parties.

The service fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit the same to the Association under the procedure provided below.

- F. After a service fee payer has utilized the Association's administrative procedures, the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

- (1) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested, explaining that he or she is

delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him or her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the bargaining unit member, he or she shall be reported to the employer and a deduction of service fee shall be made from his or her salary.

- (2) If the bargaining unit member fails to comply, the Association shall give a copy of the letter sent to the delinquent bargaining unit member and the following written notice to the employer at the end of the fourteen (14) day period:

The Association certifies that {name} has failed to tender the periodic service fee required as a condition of employment under the Agreement and demands that, under the terms of this Agreement, the employer deduct the delinquent service fees from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.

- (3) The employer, upon receipt of said notice and request for deduction, shall act pursuant to Section A above. The bargaining unit member may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn.

G. Bargaining unit members may object to the use of the service fee for matters not permitted by law pursuant to Association policy or other judicial, administrative or arbitration procedures available. A copy of the Association's policy will be provided by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures".

H. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel*, provided:

- (1) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- (3) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article*, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

* Provided the Association shall have no duty to defend or indemnify the Employer or defendants if the Employer or defendants elect to select their own counsel in any such suit, or where the damages and costs, if any, have resulted from the intentional wrong doing, negligence, misfeasance or malfeasance of the employer, its officers, employees, or agents.)

- I. This Article shall be effective for each academic year of this Agreement. Persons becoming members of the collective bargaining unit during the course of an academic year shall have their service fee prorated over the academic year.
- J. The Association shall reimburse the district for any administrative cost incurred in withholding of MEA/NEA PAC. To the extent these deductions are allowed by law.
- K. The employer will have no obligation to deduct or remit the dues payable for the account of any bargaining unit member whose withholding authorization reaches the payroll office after the tenth (10th) day of the month.
- L. The Association will certify at least annually, to the employer, fifteen (15) days prior to the date of the first payroll deduction for professional dues, the amount of said professional dues to be deducted by the employer. Pursuant to such notification, the employer shall deduct 1/26th of such dues from the regular salary check of the bargaining unit member each paycheck for the duration of this contract. If an Employee is receiving 20 pays the Employer shall deduct 1/20th of such dues from each paycheck.
- M. Should the provisions of this agency shop language be found contrary to law as a result of a final decision from which no appeal is processed, and which is binding on the parties to this Agreement, the parties agree to meet on written request of either party to negotiate to bring this section into compliance with any such final decision, such negotiations to be limited to the provision of this section and will not affect the terms and conditions of this Agreement which shall remain in full effect for

the life of this Agreement. However, involuntary deductions shall be held in escrow pending such negotiations. To the extent allowed by law.

Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Also agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason the teacher's membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board; or the teacher's institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school facilities at all reasonable hours when said buildings are regularly open and staffed and when classes are not in session. When applicable, the Association shall follow building use procedures. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association which are in good taste either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for use in relation to official business of the employee organization and be signed by a designated employee organization official.
- C. The Board agrees to furnish to the Association, in response to reasonable request from time to time, public information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students,

together with information which may be necessary for the Association to process any grievance or complaint.

- D. The Board shall provide to the Association president, and one other teacher designated by the president, prior written notice of all Board meetings, both regular and special, along with agendas therefore. The Board shall also post such agendas on the bulletin boards of the faculty lounges no less than one (1) full day prior to the Board meetings or make such available within the same timeline on the District's website. Additionally, the Board shall provide the Association president, and one other teacher designated by the president, with the minutes of all Board meetings.
- E. The Board agrees that it will, within ten (10) days of adoption, give the president of the Association complete written notification of changes in Board policy or adoption of new policies which might affect teachers or the Association. A copy of the Board policy shall be maintained in each teachers' lounge or will be made available on the District's web site at <http://www.whitecloud.net>.
- F. At the beginning of every school year, the Association shall be credited with eight (8) leave days to be used by teachers who are representatives of the Association, such use to be at the discretion of the Association. The Board will not pay for the substitute teacher. The Association shall pay for all substitute teachers required when such officers take this leave, payment made upon billing the Association. Leaves may be denied if no substitutes are available.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such personal conduct adversely affects his relationship to students or the discharge of his contractual duties.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantage of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.
- I. Non-Certified Bargaining Unit Members
 - 1. Non-certified bargaining unit members are defined as bargaining unit members who are not eligible for tenure under the Michigan Teacher Tenure

Act (MCLA 38.71, *et. seq.*; MSA 15.1971, *et. seq.*) for purposes of this provision.

2. A non-certified bargaining unit member may, upon initial employment with the District, be required to serve a probationary period not to exceed four (4) calendar years from his/her anniversary date of employment. If a non-certified bargaining unit member works a partial school year, such periods shall be aggregated for purposes of computing the four-year probationary period.
3. During the first year of a Non-certified bargaining unit member's probationary period the district will provide a mentor for the bargaining unit member as outlined in the Mentor section (Article 15) of this agreement.
4. At least sixty (60) calendar days before conclusion of the probationary period described in paragraph #2 above, the District shall determine whether the non-certified bargaining unit member's performance is satisfactory or unsatisfactory, and shall notify the bargaining unit member in writing. If the District determines unsatisfactory performance, it shall provide the non-certified bargaining unit member with the reasons for its determination.
5. If the District determines that the probationary non-certified bargaining unit member's performance is unsatisfactory in accordance with the above paragraphs, the district shall have the option to not renew the bargaining unit member's contract.
6. For purposes of non-renewal, the non-certified bargaining unit member shall be considered probationary under the terms of this Agreement until the end of the probationary period outlined here. Upon conclusion of the probationary period the bargaining unit member shall be considered "non-probationary" and awarded all the contractual rights of all other tenured bargaining unit members.

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement.
- B. The school year shall consist of 178 instruction days that include at least 1098 but no more than 1108 student contact hours plus five (5) additional days for teachers to be used as follows: (4) professional development days, 9 hours of faculty meeting (1-hour long), parent-teacher conferences, and district in-service days. Each new teacher to the district and all non-tenured teachers shall also work one

professional development day scheduled prior to the beginning of school. The district may schedule additional voluntary in-service days, and teachers will be compensated at half each teacher's per diem rate.

In the event the State legislature requires White Cloud Public Schools to schedule 180 student instruction days, or additional student contact time the school calendar shall be modified to address this requirement but within the current teacher work year and current student contact hours and without additional compensation for teachers. In the event that the state legislature requirements cannot be fulfilled as stated above, the parties will meet to negotiate any necessary modifications to the school day, teacher workday, and/or calendar.

Teachers will not be required to report to work on days when school is closed because of weather conditions. Scheduled days or hours of student instruction which are not held because of severe weather conditions or other emergencies shall be rescheduled to ensure that there are a minimum number of "days or hours of student instruction" as required by both the State Board of Education and the State School Aid Act. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional salary. Provided, each teacher shall be credited with one (1) additional sick leave day on the first and also on the sixth rescheduled day worked in a school year. If rescheduling is necessary, the Association and Board shall meet for the purpose of determining a schedule which will permit the school district to comply with the above laws and regulations so that no loss of State Aid is incurred by the district.

It is further agreed that the lost days or hours of instruction, due to the above conditions, shall not be rescheduled if the district will otherwise receive full State Aid for the canceled day or hours and is otherwise in compliance with the Department of Education regulations.

The employment calendar(s) for the school year(s) covered by this agreement are contained in Appendix A, attached and incorporated into this Agreement.

- C. Salaries for some extra duties which require the teacher to devote time beyond the regular school day are established in Schedule B of the salary schedule.
- D. The following legal holidays shall be observed and all schools closed:

Labor Day, Christmas Day, Good Friday, Thanksgiving Day, New Year's Day, and Memorial Day.
- E. Whenever a teacher is requested by the Board to perform duties of the Association during regular school hours, the teacher shall be released from regular duties without loss of pay.

- F. New Hires - Teacher placement on the salary schedule will be based on the level of training and the years of teaching experience. The years of teaching experience granted at the time of hire will be at the discretion of the Superintendent. Any teacher holding either a continuing certificate or permanent certificate shall be placed on the BA + 18 column unless he/she is qualified for a higher column. Consideration may also be given, at the discretion of the Superintendent for military service and work experience outside the teaching assignment. Such consideration shall be limited as follows: Military services -- 50% of actual service not to exceed two (2) years; related work experience --50% not to exceed four (4) years.
- G. Whenever a teacher is requested by the administration and performs duties in addition to the above scheduled workdays, he/she shall be paid at the per diem rate. Daily per diem shall be defined as the teacher's salary, excluding any extra duty (Schedule B) compensation divided by the number of teacher work days agreed to in the current school year calendar (see Appendix C.) Hourly per diem shall be defined as the teacher's salary, excluding any extra duty (Schedule B) compensation, divided by the teacher's annual scheduled work hours per the calendar (Appendix C.) and based on the teacher's work day as outlined in this Agreement
- H. With Notice to the business office before the first payroll of the 2004-05 school year up to ten per cent (10%) of the teaching staff, selected base on seniority with most senior given first opportunity, may elect to receive his/her compensation for Schedule A in twenty-one (21) equal payments, rather than twenty-six (26). Notification to the business office must be given at least two (2) weeks prior to the first pay period of the school year. If no notice is given, it shall automatically be twenty-six (26) pays. Following the 2004-05 school year the district may reduce the twenty-one pay eligibility percentage by a percentage equal to the percentage value of each teacher who elects to leave the twenty-one pay program. Any teacher who anticipates retirement during or at the conclusion of a school year shall be eligible to elect 21 pays without limitation.

The first pay date shall not be later than the second Friday after school starts; all following pays to be made on a biweekly basis. At the close of the school year, teachers shall inform the business office of their summer address.

- I. When any teacher signs his/her individual contract for Schedule B duties, he/she shall indicate on the contract his/her choice of receiving payment(s) in lump sums(s) or distributed evenly over the remaining Schedule A paychecks. All individual Schedule B contracts shall be separate from individual Schedule A contracts and shall be issued prior to the start of the activity.
- J. The parties recognize that it is to everyone's advantage to issue individual contracts within thirty (30) days of ratification of the contract.

- K. Prior to November 1 of each year, the Superintendent and/or bookkeeper shall meet with the Association president, head negotiator and treasurer to verify all salaries (including Schedule B), fringe benefits and Association dues deductions of all bargaining unit members. Any errors found shall be corrected at the earliest possible convenience, but in no case later than December 31.
- L. Whenever a member of this bargaining unit is hired after the effective first working day of the school year, the Association president, head negotiator and treasurer or other representatives designated by the president shall meet with the Superintendent or designee and the new teacher to verify salary (including Schedule B), fringe benefits and Association dues deductions. Such meetings shall be held within ten (10) workdays after the Association requests the meeting.
- Teachers needed on a temporary basis of at least sixty (60) consecutive school days to complete another teacher's contract term shall be placed on the appropriate step of the salary schedule for the duration of that assignment.
- M. Whenever any lump sum payment other than regular wages is made to any teacher, the payment shall be treated as supplemental wages subject to withholding tax. (Current IRS Supplemental Wage Policy.)
- N. Any grant funded programs which are operated jointly with the City of White Cloud shall not be subject to compensation and benefits set forth in this Agreement. However, it is the Board's intent to seek funding for such programs so as to be able to fully pay the contractual wages and benefits. It is understood that if the Board is unable to secure full funding in order to pay full wages for a program the Association will be informed of the shortfall in grant funding and a record of the grant applications and correspondence will be available for review.

ARTICLE IV

TEACHING HOURS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to arrange for a substitute using the SEMS System. Teachers shall report absences no later than 7:00 a.m. the morning of the absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The daily schedule for teachers in the White Cloud system shall be as follows:
- (1) Lower Elementary teachers (K-1) will report to classrooms eight (8) minutes before the beginning of classes. The teacher workday shall include a 35-minute duty-free lunch, except during emergency situations when the teacher's presence is necessary when certain inside

responsibilities may be assigned by the building principal. Lower Elementary teachers will be provided a fifteen (15) minute preparation time in the a.m. each day during the student recess. The district shall furnish three (3) full-time teachers who will provide "special" instruction for students in areas determined by the Board. Said teachers are subject to Article XIII. All will be able to utilize the time when students are receiving this special instruction for preparation purposes. The time schedule of the special teachers will be agreed upon by the Board and the Association prior to the start of each school year. In the event of changes in staffing or scheduling needs, by agreement of the parties the schedule may be adjusted as needed during the school year. The preparation time will be distributed as equitably as possible among the K-1st grade teachers with Kindergarten teachers receiving a proportionate amount of preparation time based on the length of the teacher's workday.

- (2) Upper Elementary teachers (2-5) will report to classrooms eight (8) minutes before the beginning of classes. Upper Elementary teachers will be provided a minimum of fifty-four (54) minute preparation time each day. Every teacher will get at least one block of daily planning time in a "one hour" block as defined in Section 4 below, additional planning time shall be scheduled and shall include no more than one (1) five (5) minute or less block of time. The district shall furnish teachers who will provide "special" instruction for students in areas determined by the Board. Teachers will be permitted to utilize the time when students are receiving "special" instruction as a preparation period. Each teacher will also receive a 35-minute duty free lunch period.
- (3) Junior High teachers (6-8) will arrive at their building six (6) minutes prior to the start of school. Teachers will teach 5 class periods of no more than 58 minutes in length daily. A daily flex period will also be scheduled for each teacher. Core teachers will teach in 9-week marking periods. Encore teachers will teach in 7 to 9-week periods (progress reports not needed). Teachers shall be allowed one class period daily for use as a preparation period. Teachers will be provided with a minimum of a 30-minute duty free lunch period each day.
- (4) An "hour" in grades K-12 shall be an instruction period of not less than thirty (30) minutes nor more than seventy-five (75) minutes.
- (5) High school teachers will report to classrooms six (6) minutes before the beginning of classes. Teachers will teach 5 class periods of no more than 58 minutes in length daily. A daily flex period will also be scheduled for each teacher. Each teacher will also receive a 30-minute duty free lunch period each day.

- (6) The teacher workday shall conclude 5 minutes following the conclusion of the student day in the building of assignment.
- (7) Teachers shall not be required to teach more than two times in a week during their planning or preparation periods.
- (8)
 - a. Teachers who agree to substitute for another teacher during their regular preparation period shall be paid at the rate of twenty-six dollars and fifty cents (26.50) per hour in 2005-2006. The rate shall increase \$0.25 per hour in each successive year of the agreement. Said teacher shall also have the option to refuse to substitute without personal or professional penalty. If additional substitutes are needed, the principal may require teachers to substitute on a rotating basis beginning with the least senior teacher available. If only one teacher is assigned to a preparation period that teacher will be assigned in rotation with the building counselor and social worker. Teachers shall not be required to substitute more than two (2) times per week.
 - b. The teacher shall receive substitute pay in their regular paycheck.
- (9) Any teacher that teaches in more than one (1) building shall arrive and be released according to the time schedule of the building in which he/she concludes his/her day, unless that teacher and the administration mutually agree to one of the other time schedules.
- (10) On the last day of school preceding summer vacation, teachers may leave their building when his/her records are completed and checked out by the building principal.
- (11) Permission to leave earlier may be granted by the building principal.
- (12) A teacher's duty-free lunch shall be specific to the time assigned on the teacher's regular schedule.
- (13) A part-time teacher shall be given a pro rata planning time/preparation period and paid a pro rata portion of the teacher's regular rate of pay for that pro rata planning time/preparation period. This planning time/preparation period shall be prorated on a percentage basis equal to the percentage of a full teaching load that the teacher teaches as outlined in the Master Agreement.
- (14) A part-time teacher shall remain within the teacher's assigned building for the entire preparation period unless other arrangements are made in advance with the teacher's administrator per the terms of the Master Agreement.

- (15) Teachers shall not be required to supervise students during recess, lunch, or preparation periods except in the event of an emergency such as: lockdowns; bomb threats; fire emergency; tornado emergency; or a non-scheduled fire or tornado drill. This provision applies to junior high and high school teachers as well as elementary in emergency situations referenced above.
- (16) For purposes of this provision "preparation period" language refers applies to classroom teachers including librarian.
- C. The Association agrees that the management of the students before, during and immediately after the school day is an integral part of every teacher's duty and further agrees to cooperate with the building principal in effective action to promote conditions inside and outside of the school which are conducive to good discipline. It shall be the responsibility of each teacher to be informed of the Board policy statement regarding the discipline and conduct of pupils.
- D. Teachers will not be required to sell tickets at athletic contests. If requested, teachers may agree to assume the extra duty of supervising lunchroom and recess duties and will be compensated at the rate of twenty-six dollars and twenty-five cents (26.50) per hour in 2005-2006. The rate shall increase \$0.25 per hour in each successive year of the agreement. This rate shall also be applicable when elementary teachers are assigned responsibilities at lunch during an emergency situation that requires the presence of the teacher; and when bargaining unit members are requested by the administration to supervise after school detention (Monday through Friday) and/or Saturday detention.
- E. Assemblies called by the building principals will be considered a class period.
- F. It is further recognized and agreed that a preparation period is to be used solely in furtherance of performance of the teacher's professional and curricular responsibilities for the school district, including meeting with parents and conducting IEPC's. Teachers shall remain within school facilities during their preparation period unless otherwise specifically excused in advance by the building principal.
- G. (1) Attempts shall be made to schedule IEPC's during the regular school day. When this is not possible, IEPC's may be scheduled immediately before or after school and the teacher shall participate unless otherwise excused by the building principal or Special Education Supervisor. Teachers will not be expected to attend IEP's during a regularly scheduled duty-free lunch. Beginning with the fourth IEPC scheduled before or after regular school hours during a school year, the teacher will be paid at the established hourly

rate. No teacher will be required to sign a final IEP document if the teacher was not present for the meeting.

- (2) Special Education teachers who have been with White Cloud Public schools are required to take responsibility to set up and chair routine re-evaluation reviews that entail no changes in the educational plan.
 - a. These teachers will be trained during regular school hours prior to handling any IEP's of their own.
 - b. IEP's chaired by teachers shall be scheduled during the teacher's regular workday.
 - c. Tenured special ed teachers are required to complete required paperwork and run the IEPs for students assigned to their case load for IEPs listed above. With administrative approval a teacher can be released from this requirement.
 - d. Upon request submitted to a teacher's building administrator arrangements will be made to provide the teacher adequate release time during the school day to prepare the necessary paperwork for and to chair the IEPs required above.
 - e. The district will support the teachers who agree to this responsibility by:
 1. Setting up the meeting after confirming the availability of the teacher. (The Special Education office will coordinate and distribute notices of the meeting.)
 2. Providing the teacher with the IEP report form complete with all current data.
 3. (Setup of the class schedule will continue to be the responsibility of the school counselor.)
 4. Make certain that the data and forms are returned to the Special Education office for finalization.
 - f. All teachers who prepare IEPs and chair the review meetings will be provided release time during the school day for the IEP's
- (3) The district will continue to assume the responsibility to properly complete and file all forms. All follow-up communication regarding the IEP will be the responsibility of the district.

Teachers who assume the responsibility to chair these meetings will not be responsible for the implementation of the recommendations beyond the possibility of assuming the normal teacher's role if the IEP relates to one of the teacher's students. The district will continue to be responsible for the implementation of the IEP and will continue to assume liability for the actions and deliberations of the IEP committee. This provision does not

exempt any teacher from requirements to implement the IEP of students assigned to the teacher.

- (4) The Special Education director, or other administrative staff, will continue to set up and chair all non-routine IEP meetings which include but are not limited to: all new student referrals; all students who transfer to White Cloud with an IEP; all student programs that are to be modified; or any IEP conference that is anticipated to entail some unpredictable elements which may challenge the present program.
- H.
- (1) Teachers may be required to participate up to one hour in one of the following: either a fall evening open house, or spring honors program, or orientation.
 - (2) If a teacher must attend more than one parent-teacher conference because he/she works in more than one building, he/she will be paid at the rate of twenty-six fifty (26.50) per hour in 2005-2006. The rate shall increase \$0.25 per hour in each successive year of the agreement.
- I.
- Teachers who teach during their preparation period shall be paid for an additional class as follows on a pro rata basis for all time taught: Example: A 412 minute day with 5 assigned class periods = 54 minute (class period) + 10.8 minutes (prep period) = increase wages 15.7% of the teacher's regular daily rate of pay for each day taught.
- All additional classes shall be posted per the posting procedure herein and should the district choose to utilize presently employed staff to teach the class, the most senior certified, and if applicable highly qualified, teacher applicant who is available to teach (scheduled to have a preparation period or not scheduled to teach a class during the time the additional class is needed) will be awarded the position.
- Teaching staff shall not be required to travel from one building to another during their preparation period or duty-free lunchtime. If a teacher's preparation period is compromised by the teacher's work assignment, the teacher shall be compensated at the teacher's regular hourly per diem for all time the teacher is scheduled to overlap. Each affected teacher is to be paid with the payroll at the end of each semester.
- J.
- Teachers who teach during their seminar shall be paid for five (5) hours of extra duty pay per week for teaching during the seminar period. The rate of pay shall be twenty-six fifty (26.50) per hour in 2005-2006. The rate shall increase 0.25 per hour in each successive year of the agreement.

K. Teachers will be notified by or before the final day of school in each school year about the tentative upcoming school year's schedule. Teachers will be notified about any changes made to the tentative schedule as soon as is practicable.

L. No teacher will be required to perform the regular and expected duties of an Administrator.

M. Completion of Medicaid forms

Special education staff shall work together in building or larger groups to determine a mutually agreed process(es) to streamline the completion of Medicaid forms with the goal of relieving the teacher's workload. This process may vary building to building and from time to time.

It is understood that the processes above may include release time, the use of daily substitute(s), rotation among special education teachers, or any other plan agreeable to the teachers and the administration.

N. Team-Teaching

In team teaching situations, the teachers will meet prior to the first class session to determine responsibilities and distribution of workload issues in the teamed classroom. This meeting will occur during professional development time prior to the first day of class. In addition, a common planning period will be scheduled when possible. If a common planning period cannot be scheduled, the team teachers will receive up to one half day of release time each nine weeks. Appendix X provides an example for distribution of the workload in a team teaching environment. This appendix is an example only, and not intended to be all inclusive. In the event that the teachers are unable to agree on an equitable distribution of workload and duties, either teacher can request the building administrator to assist the teachers in developing a mutually agreeable workload distribution. If the teachers involved cannot reach a resolution, the building administrator will assign duties for the team.

In the event that a member of the team is absent from his/her assignment, a substitute will be hired. However, if the remaining team member notifies the office in advance of the absence that a substitute is not required, one will not be hired.

Team teachers will be notified of professional development opportunities related to team-teaching and are encouraged to attend by following established procedures for requesting professional development.

ARTICLE V

TEACHING CONDITIONS

A. The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

- (1) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered whenever possible to meet the optimum standards as set forth in Schedule C, attached to and incorporated into this Agreement. The date for determining class size and class load shall be the official State Pupil Count day.
- (2) Every effort will be made to equitably distribute students who are included in a regular education classroom for all or part of a day as part of an IEP inclusive education plan, or 504 Plan, among classrooms at that grade level or subject area unless a teacher, or teachers, voluntarily agree to a different arrangement . Upon a teacher's request in the event of an inequitable distribution the administration will work to redistribute students.
- (3) No class shall exceed the number of students that can be accommodated by the facility.
 - (a) If the number of students exceeds thirty-one (31) in any class, the affected teacher will be paid an additional stipend for each student in excess of thirty-one (31) of \$7.50 per day.
 - (b) The above stipend shall be prorated on the basis of an instructional hour as set forth in Article IV. In a teaming situation. Any team teacher with an overload (more than the maximum number of students listed below) on that teacher's class list will be paid overage pay as outlined below. The teamed teachers will equally share (split) the overage pay for any assigned student(s) that exceed the joint teaming classroom maximum set below.
 - 1.) Teaming teaching is defined as two or more certified teachers assigned to and actively sharing teaching duties for the same class for instructional purposes. For purposes here a paraprofessional and teacher assigned to the same classroom is not considered a team teaching assignment
 - 2.) In the elementary – voluntary teaming does not apply. Only assigned team teaching situations

Elementary teaming assignments shall operate under the same rules for overage as Junior High / High School except overage numbers shall be from the elementary Schedule C. class numbers with 10 students assigned to special education teacher.

Overall elementary joint maximum = General Education + Special Education maximums.

3.) Junior High / High School – team teaching overage numbers:

General Education maximum – 31 students on class list

Special Education maximum – 12 students on class list

Joint maximum – 40 students on class list (teachers split the overage for each student over 40)

- (c) Stipends for excess enrollments shall be paid to the teacher in a lump sum at the conclusion of each semester. Teachers shall maintain accurate enrollment records which are subject to administrative verification prior to payment.
 - (d) It is further understood that the thirty-one (31) student limit and above stipends are not applicable to traditional large group formats such as study hall, band, choir, and physical education and as specified in Schedule C.
 - (e) If a teacher does not notify, in writing, the building principal of the class size overage by the pupil accounting day each semester, he/she shall not be eligible for stipend. Teachers shall be notified by the administration of each pupil accounting day. This subsection shall not preclude payment for overages occurring after pupil accounting days.
- (4) Special Education classes shall comply with the rules and regulations established by the Special Education Code and the State Department of Education. The local association will participate in the development and any revision of the ISD plan.
- (a) If any bargaining unit member, in writing, advises the employer of a reasonable basis to believe problems exist in the implementation of a student's current IEP which are negatively impacting the student's educational progress, and/or impeding the learning progress of other students in the same placement, the bargaining unit member shall have the right to request a meeting of the building principal or special education director to discuss the problem and possible resolutions. The building principal or special education director shall submit a

written response to the bargaining unit member's requests within 5 work days.

(b) If the number of special education students assigned to a teacher exceeds the State Code, the teacher will be paid \$7.50 per day for each additional student.

- B. The Board will provide appropriate protective clothing of its selection for the teachers of industrial arts, art, biology, chemistry and physics and for such other teachers who, in the Board's opinion, may require it.
- C. Teachers will not be assigned, except for good cause, outside the scope of their major or minor field of study.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees to implement all such joint decisions. The Board agrees at all times to keep the schools properly equipped and maintained to the extent that funds exist to do so.

The building principal shall respond to all requisitions within ten (10) working days from the date the requisition was submitted. If the requisition is denied, the reason for denial shall be stated.

- E. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities adequate to accommodate staff needs, and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- F. Telephones will be installed in each building's faculty room for teachers' use in school or related business.
- G. A vending machine for beverages for teachers' use may be installed in the faculty room at the request of the Association, the proceeds to be used as determined by the WCEA. Such installation shall be at no expense to the Board.
- H. Adequate parking facilities shall be made available to teachers for their use.
- I. All employees can expect to work in a clean, safe, and healthy environment.
- J. School Improvement Programs

The Board and Association encourage and support the concept of continued school improvement efforts designated to assist the school district in reaching its mission.

Any outcomes from school improvement efforts that call for changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and Association except as prohibited by the Public Employment Relations Act.

K. Professional Assignments

Any assignment in addition to the normal teaching schedule during the regular school year, including driver education, extra duties enumerated in Schedule B and summer course, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments shall be given to those qualified teachers regularly employed by the school district, unless the assignment is currently held by a qualified person other than a teacher regularly employed by the school district. In that event, the administration would not necessarily have to give preference to a teacher regularly employed by the school district but will give all qualified applicants equal consideration.

Summer school shall be compensated according to the same hourly rate paid for teaching during preparation time (2005-2006 \$26.50 per hour). The rate shall increase \$0.25 per hour in each successive year of the agreement. The administration shall have the right to select which faculty members who previously taught in the summer school program and who satisfactorily continued to serve in the summer program in successive years (without interruption) shall have the right to continue in that capacity.

Any summer school program that is not operated by the White Cloud Public Schools, or a consortium (excluding grant funded programs per Article III Section N) that includes White Cloud Public Schools, will not be subject to compensation and benefits set forth in this contract.

- L. When any program held at administrative direction requires the faculty of any school building to return to either building after the student day, the faculty of the building or buildings so involved shall be free to leave at the close of the student day. This provision does not preclude the right of the administration to hold faculty meetings. Mandatory faculty meetings will be held once per month for one hour each (nine per year). Faculty meetings shall not extend beyond one hour. The meeting shall not start more than 15 minutes after the end of the student day.
- M. Student health problems and injuries shall be referred to the building principal.
- N. Teachers shall not be responsible for the administration of medicine and/or any medically related or health related services or procedures. Emergency situations, when the life or safety of the student is at risk, may require that a teacher respond to the needs of the student.

ARTICLE VI

VACANCIES AND TRANSFERS

A. Transfers

- (1) The word "transfer" shall mean a change in:
 - (a) building assignment – lower elementary and upper elementary shall be considered as one building (pre-K through Grade 6) for transfer purpose only.
 - (b) grade level assignment in grades K-5
 - (c) subject area assignment
 - (d) non-classroom assignments, such as librarian, guidance counselor, itinerant personnel, etc.
 - (e) special education assignment, such as learning disability, emotionally impaired, etc.

- (2) Involuntary transfers may only be made for the following reasons:
 - (a) The performance of the teacher has been unsatisfactory.
 - (b) The effect of the transfer would be to avoid layoff of a teacher with greater seniority than another teacher who would otherwise not be laid off.
 - (c) In the event additions to the curriculum are needed, and no certified and qualified teacher on staff applies for the position (s). In such a case, the Administration and Association will meet in attempt to resolve the matter with a voluntary transfer. In the event a voluntary transfer is not possible, the least senior teacher satisfying the certification requirements (based on applicable federal or state law or regulation) may be involuntarily transferred for that year.
 - (d) With administrative approval, voluntary transfers may occur between two or more teachers if said teachers agree to the changes and the most senior teachers agree to the transfers. If any teacher involved in the transfers does not agree, it then becomes an involuntary transfer.
 - (e) Where an involuntary transfer is necessary to satisfy state certification requirements.

B. Vacancies

- (1) "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence, up to and including one year.

- (2) "Permanent vacancy" shall mean an open bargaining unit position not defined as a temporary vacancy and which the board intends to fill.
- (3) The Board shall not be required to post a temporary vacancy.
- (4) Whenever any permanent vacancy exists, the Board shall publicize the same by posting the vacancy in each building teachers' lounge or work area for a period of not less than seven (7) calendar days, with no less than five (5) workdays during the school year. A copy of the notice will be sent to the president of the Association. In addition, posting of permanent vacancies which occur during the summer months shall be mailed to the Association president and to one other person in each building as designated by the Association. However, there shall be no obligation to post vacancies during the months of July and August; and the Board agrees not to fill vacancies in July and August until three (3) days after informing the Association president and any members who have informed the Superintendent's office, in writing by June 1, of interest in the type of potential opening (lower elementary, upper elementary, junior high and senior high, by subject area).
- (5) Any teacher may apply for any permanent vacancy.
- (6) The word "qualified" as used in this Article shall be defined in the terms of the following criteria:
 - (a) certification
 - (b) teaching experience
 - (c) competency as indicated by evaluations
 - (d) seniority
 - (e) academic training

A less senior teacher shall not be awarded the position unless his/her qualifications are substantially superior. Upon request all teachers applying for such vacancies shall receive written documentation as to specific reasons why he/she did or did not receive the position.

- (7) In filling a temporary vacancy, the following provisions shall govern:

The vacancy shall be filled by recall of a qualified teacher on layoff from this school district. If there is no qualified teacher on layoff from this school district certified for the vacancy, the Board may fill the vacancy from any source.
- (8) In filling a permanent vacancy, the following provisions shall govern:
 - (a) The vacancy shall be filled as indicated in subsection (5) above.

- (b) If the vacancy was not filled as indicated in subsection (5) above, the vacancy shall be filled by recall of a qualified teacher on layoff from the school district.
- (c) If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.
- (d) When filling vacancies, transferring or assigning class schedules, the employer shall attempt to place teachers who satisfy certification requirements of any applicable state and/or federal legislation or regulation related to the bargaining unit position at issue.

ARTICLE VII

LEAVES

- A. All teachers absent from duty on account of personal illness and/or disability for up to one (1) year as is necessary for complete recovery shall be assigned to the same position upon return from leave provided that the returning teacher would not otherwise be subject to layoff pursuant to Article XIII - Layoff and Recall. Leaves of more than one (1) year shall result in the returning teacher being assigned to the same or a substantially equivalent position (for which the teacher is certified and if applicable Highly Qualified) provided that the returning teacher would not otherwise be subject to layoff pursuant to Article XIII -Layoff and Recall.
 - (1) Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability.
 - (2) All teachers absent from duty on approved leaves other than for illness or disability shall be assigned to the same position, if available, or a substantially equivalent position upon return from leave.
 - (3) The accumulated personal illness/disability days of a teacher shall be held in escrow for the duration of approved leaves of absence other than illness or disability.
 - (4) Absence due to or on account of due to injury or illness incurred during the discharge of contractual duties (such as mumps, measles, chicken pox, head lice) shall be paid and shall not be charged against the teacher's paid leave days provided the leave is not more than ten (10) days.
 - (5) The Board shall pay the difference between workers' compensation payments and the teacher's pro rata contract salary in all compensable

cases where the teacher is not able to continue work, said differential to be deducted on a pro rata basis from the teacher's accumulated sick leave.

B. Leaves of absence with pay chargeable against the teacher's allowance of twelve (12) days per year, accumulative to seventy-two (72) days, shall be granted for reasons stated:

- (1) Personal illness and/or disability.
- (2) Illness in the immediate family; the immediate family to be defined as including: mother, father, spouse, son or daughter, brother, sister, (including in-laws and step-family).
- (3) A maximum of three (3) days per year when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care. The Superintendent may grant an additional two (2) days by administrative approval with denial of additional days grievable only to board level.
- (4) Attendance at a ceremony awarding a degree or comparable award to a staff member for such portion of the day as is necessary.
- (5) A maximum of three (3) days per school year for personal affairs. The reason for personal leave need not be revealed, but a teacher planning to use any personal leave shall obtain the approval of the building administrator at least one (1) day in advance. Approval for this leave of more than five (5) teachers for the same day will be contingent on substitutes available to cover additional leaves.

Personal leave will not be available on days immediately before or after school holidays or vacation periods, teacher conference days, cultural diversity days, or mandatory in-service days, except for unavoidable circumstances that cannot be scheduled other than at the time in question. In such cases, the reason for leave shall be disclosed to the building administrator.

- (6) One (1) day for attendance at the school graduation of a son, daughter, husband or wife.
- (7) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
- (8) Teachers shall be allowed to use sick leave for a death in the immediate family; immediate family includes: mother, father, spouse, son or daughter, brother or sister, (including in-laws and step family), and grandparents.

- (9) After the third consecutive day of absence, the Board may request a doctor's verification of any illness covering the length of absence for which the teacher is to be paid.
- (10) If a teacher exhausts his/her accumulated paid leave prior to being eligible for long-term disability coverage as specified in Schedule A, each of the other teachers will be given the opportunity to donate one (1) of their accumulated days to said teacher in order to satisfy the required waiting period.
- (11) Any sick leave accumulated in excess of sixty (60) days will be paid for at the rate of one-half of substitute's pay per day up to a maximum of twelve (12) days per year or a maximum of fourteen (14) days where extra sick days are credited due to Act of God days in accordance with Article III Section B. Such payment will be made at the close of the fiscal year, before July 31.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) Absence when a teacher is called for jury service. A teacher called for jury service shall return to school as soon as practicable if the jury service does not require the teacher's presence for at least half the teacher's normal workday.
- (2) Court appearance whenever the teacher is subpoenaed to attend any proceedings.
- (3) Administration approved visitation at other schools or for attending education conferences or conventions, including Association meetings.

D. Leaves of absence without pay may be granted upon application for the following reasons:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.
- (4) The Board reserves the right to approve or deny all requests for leaves under Section D.

The regular salary increment occurring during such period shall be allowed except in cases where the leave is taken for the purpose of attaining a higher degree.

- E. Additional leave days otherwise not covered by the aforesaid provisions may be granted upon approval of the administration.
- F. A maternity/paternity leave for up to one year shall be granted. Any leave time beyond the paid leave time as provided in the contract shall be without pay. The teacher shall be entitled to return from such leave to his/her previous position at the beginning of the next school year or possibly at the beginning of the semester. The time of returning will be determined at the time the original leave is granted. Provided, further, that the maternity/paternity leave shall not exceed one (1) year. . If applicable, such leave shall count toward the employee's annual FMLA entitlement.
- G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.
- H. Pursuant to Section 1235 of the revised School Code of 1976, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. A teacher, upon return from a sabbatical leave, shall be restored to his former position or a position of like nature, seniority and status. Any period spent on a sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement.
- I. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association for up to one(1) year.
- J. The Board may grant a leave of absence without pay to any teacher to campaign once for, or serve, a public office. Leaves of absence under this section shall be limited to one (1) term of office or one (1) campaign.
- K. Child Care - An unpaid leave of absence of no more than one (1) year may be granted for the purpose of child care. The leave of absence for child care may be less than one (1) year, provided the date of return is mutually agreed by the teacher and Board. When applicable, such leave shall count toward the employee's FMLA entitlement.
- L. General Leave - An unpaid leave of absence of no more than one (1) year may be granted for other reasons of a general nature.
- M. Unpaid leaves may be extended for more than one (1) year approved by the Board.

- N. All unpaid leaves from Section H-N shall be at the Board's discretion.
- O. The Board shall consider employment of a term substitute as a replacement for bargaining unit members taking leaves under this Article.
- P. Leaves shall also be granted in accordance with the federal Family and Medical Leave Act.
 - (1) The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's presence and is consistent with the federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.
 - (2) The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery.
 - (a) If a teacher begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last a least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.
 - (b) If a teacher begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.
 - (c) If a teacher begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.
 - (3) The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

- (4) The employee shall have the option of first using accrued paid leave as provided in Section B of this Article. The remainder of any leave time will be unpaid.

Q. Voluntary contribution of sick days

- (1) A teacher who believes that he/she may need additional sick leave beyond the teacher's current sick day accumulation for personal illness or injury and any associated recovery period may apply to the superintendent in writing requesting that a voluntary contribution letter be sent to all teachers asking for volunteers willing to contribute a sick day to the requesting staff member.
- (2) Upon receipt of the request the superintendent's office will notify all staff via email that the named teacher is requesting voluntary contributions. The request will be for one sick day contribution per teacher and will have a notification deadline five work days from the time it is sent. All offers for voluntary contributions will be sent directly to the superintendent or designee.
- (3.) Only the number of sick days needed for recovery will be awarded to the requesting teacher and in the event that more days are voluntarily contributed than are needed, the secretary, or designee, of the WCEA will select the teachers by a voluntary lottery until the sufficient number of sick days are awarded.
- (4.) There is no assurance that an employee will receive any or all of the paid leave time requested through this process as this process is a voluntary process and in no way obligates the district, the teachers, or the WCEA to provide any additional sick days to any applicant.

ARTICLE VIII

PROFESSIONAL EVALUATION

A. Teacher Evaluation

- (1) All monitoring or observation of the classroom work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Evaluations shall be conducted only by the teacher's immediate supervisor, or other principal, Superintendent or other designated administrator employed by the White Cloud Public Schools. Evaluators shall possess a Degree in education or related field.

If a teacher is on a plan of assistance, the school district may choose to select an administrator from outside the system to render a second opinion regarding the instructor's performance. Such outside evaluators must possess a Master's Degree in education or a related field, as well as five (5) years teaching experience in the area of the teacher's assignment.

- (2) Teacher evaluation shall be by formal and informal observation. No observation shall unduly interfere with the teaching-learning process.
 - (a) "FORMAL" evaluation shall be defined as a planned observation. The teacher and administrator shall agree on the dates and times of the formal evaluation/observation. In no event shall a formal evaluation be for less than thirty (30) minutes.
 - (b) "INFORMAL" evaluation shall be defined as an observation by the designated administrator in a school setting, not necessarily planned, which directly relates to the teacher's classroom performance. Such observations must be noted as to date, time and description and must be made known to the teacher within a reasonable time period, but no more than five (5) workdays.
 - (c) Each tenured or probationary teacher may request an informal evaluation to precede the first formal evaluation in the first evaluation cycle of any school year. These requests are to be submitted in writing by the teacher. The administration will honor all teacher requests for an informal evaluation. The teacher requested informal evaluation shall be followed within five (5) workdays by a conference. In this teacher requested informal evaluation, there shall be no written evaluation other than documentation that an observation took place and was discussed with the teacher.
 - (d) Informal observations may be announced or unannounced, except as indicated in Section (2)(a) above.
- (3) Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he/she will be evaluated.
- (4) The criteria for evaluation shall include, but not be limited to, the following areas:
 - (a) knowledge of subject matter
 - (b) techniques of instruction
 - (c) classroom management
 - (d) relationships with pupils, parents and professional colleagues

- (e) lesson planning.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

- (5) Plan of Assistance - When a tenured teacher's professional performance is unsatisfactory and in need of improvement, a formal plan of assistance will be discussed with the teacher at a post-observation conference and will be developed within ten (10) school days of the post-observation conference and given to the teacher.

Plans of assistance have as their goal the improvement of a teacher's performance. As such, plans of assistance shall include the following information:

- (a) Specific explanation of improvement desired.
- (b) Specific suggestions for improvement.
- (c) Detailed listing of administrative help and guidance to aid in improvement desired.
- (d) A time line for observations to monitor teacher progress will be established. Such timetable shall provide for a second formal evaluation not less than ninety (90) workdays or more than one hundred twenty (120) workdays from the initiation date of the plan of assistance. The criteria for the regular observation/evaluation shall be observed. If no deficiency is noted in such a subsequent evaluation in the former assistance areas, the plan of assistance shall be deemed satisfied. In areas where deficiencies still exist, the plan of assistance shall be extended for one (1) additional period observing the criteria for plan of assistance, as noted above.

In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place, unless it is specifically noted that the deficient area was not observable in that evaluation.

All evaluations of a teacher under a plan of assistance will be reduced to writing.

- (6) Where a teacher's performance has not been rated unsatisfactory, but is in need of improvement, the administrator shall provide details to support the assessment and shall make suggestions for improvement.

- (7) All formal observations/evaluations will be reduced to a rough draft form and will be given to the teacher within ten (10) school days from the date of the observation. A post-evaluation conference will be scheduled at a mutually convenient time, no later than ten (10) school days of the last observation conference. Within ten (10) school days of the post-observation conference, the principal or evaluator will issue this evaluation in formal form to the teacher. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the teacher's personnel file.
- (8) Probationary teachers shall be given a formal evaluation at least two times during the school year. The first formal observation shall occur not earlier than one (1) month following the start of the school year and not later than three (3) months following the start of the school year. The second formal observation is to be conducted not later than April 1. In the interest of professional development, it is understood that every effort shall be made to conduct numerous observations of each probationary teacher within the first nine (9) weeks of school. After the first informal observation, the administration shall have the discretion to document subsequent informal observations of the probationary teacher.
- (9) Tenure teachers shall be given a formal evaluation a minimum of every three (3) years, to be completed by April 30. This shall not preclude continuing documentation regarding teacher performance where the teacher is on a plan of assistance.
- (10) No later than April 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be, offered additional probationary status or continued in employment, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing. This shall not preclude continuing documentation (after April 15) regarding teacher performance where the teacher is on a plan of assistance.
- (11) Each teacher's last formal evaluation each year shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ____ satisfactory _____ unsatisfactory (check one)."

- (12) Tenure teachers who have previously been evaluated in narrative form while a tenure teacher, with overall satisfactory evaluation(s), may request the optional professional development process. There must be mutual agreement between the supervisor and teacher to utilize the following optional process:
- (a) Professional growth goals are mutually determined and agreed upon by the teacher and supervisor no later than October 30 for the current school year. These goals will be reduced to written form by the teacher and kept on file by the supervisor.
 - (b) The teacher and supervisor will meet to review progress towards the goals at least twice during the school year.
 - (c) The teacher will submit a copy of the goals, with progress noted, at the end of the school year to the supervisor and be placed in the teacher's personnel file. It is understood that all goals will not necessarily be fully attained.
 - (d) The written record of this evaluation shall be limited to the mutually determined goals.
- (13) No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause, with the exclusion of the evaluation of, or the annual contract renewal of any probationary teacher as defined by the Teacher Tenure Act. Any such discipline, reprimand, reduction in rank or compensation, including adverse evaluation of teacher performance shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- (14) A teacher shall at all times be entitled to have present a representative of the Association when he/she is being, reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the association is present.
- (15) Mentor
- (1) A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.
 - (2) (a) Probationary teachers in their first three (3) years in the classroom shall be assigned a mentor teacher. The mentor

teacher shall be available to provide professional support, instruction and guidance.

- (b) At a teacher's request and subject to administrative approval a mentor teacher will be assigned to any teacher new to a grade level or a subject area that the teacher has not previously taught in White Cloud. This assignment shall be for at least one semester.
- (3) (a) Participation as a mentor teacher shall be voluntary. Mentors shall be selected from a list of volunteers by a building committee of two (2) district administrators and one (1) teacher appointed by the association.
 - (b) Efforts will be made to match mentor teachers and probationary teachers who work in the same building grade level or subject area, but shall not be required.
 - (c) The Mentor/Teacher assignment shall be for one (1) school year, subject to renewal in subsequent years, if applicable. Upon request of the Mentor and/or Mentored Teacher, the building committee may reassign the mentor teacher during the school year.
 - (d) The mentor shall have no more than 2 mentees.
 - (e) Neither the mentor nor the mentee teacher shall participate in the supervision or evaluation of the other. Neither the mentor nor the Mentee teacher shall be called as a witness in any case involving the other except in the event of a criminal or civil case, or professional misconduct.
 - (f) Mentor assignments shall be made prior to the start of the school year after soliciting volunteers in the spring.
- (4) (a) Where possible, the mentor teacher and probationary teacher shall be assigned common preparation time. To be considered a mentor teacher, the tenured teacher shall be a member of the bargaining unit and must have consistently satisfactory evaluations.
 - (b) If no bargaining unit members volunteer for a mentor position, the Board can take steps to comply with the applicable state or federal laws with regard to assigning mentors and shall not be obligated to use Bargaining unit members until such time as a volunteer(s) become(s) available.

- (5) Mentor teachers shall be paid 27.25 per hour (2008-09); 27.50 per hour (2009-10); and \$27.75 per hour (2010-11). The rate shall increase \$0.25 per hour in each successive year of the agreement.
- (6) The mentor teacher will keep a record of his/her mentoring hours, and turn them into the building principal by May 15th. Mentor teachers will be paid on the twenty-first pay of the school year.

ARTICLE IX

PROTECTION OF TEACHERS

- A. The maintenance of control and discipline in the classroom is primarily a teacher responsibility. Administrative support and adherence to student discipline guidelines is critical to the successful maintenance of control. The Board / administration will give all reasonable support and assistance to teachers in the maintenance of this control.
- B. The Association recognizes that in a large measure the teacher's effectiveness in the classroom is governed by his ability to control the students. Failure to maintain control with reasonable help from the administration may result in disciplinary action.
- C. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement Children's Protective Services or related specialists, the teacher will refer such student to the appropriate administrator, resource, or agency as required by board policy or law. Upon a report to the district the board/administration will take any additional actions as required by law. At which time the administration will take reasonable steps to refer the student for such services, and to the extent permitted by law relieve the teacher of responsibility to seek additional services or follow-up that may be needed for this reported situation with respect to such pupil.
- D. Pupil Removal
 - (1) A teacher may remove a pupil(s) from class to a place designated by the administration when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make continued presence of the student intolerable. In such cases, the teacher will furnish the principal or immediate supervisor with full particulars of the incident as soon as possible.
 - (2) A teacher may recommend to the principal or designee, suspension and/or exclusion of such pupil(s) from his/her classroom or the teacher may exercise

his/her right under the state "SNAP Suspension" law to remove the student from his/her class for the remainder of the day. In the event the teacher uses the "SNAP Suspension" law, he/she must follow both district policy and the school code provisions regarding "SNAP Suspensions."

- (3) In the event that a teacher is attacked or assaulted by a student, upon the teacher's request the Board shall promptly confer with the teacher and an association representative to develop a plan of action that minimizes the threat of future attack or assault. The Board shall implement the plan as agreed between the parties. A follow-up conference shall be held within fifteen (15) days of the plan's implementation to assess the success of the plan and revise or modify it as needed.
- E. Any cases of assault upon a teacher while he is engaged in the discharge of his contractual duties shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel of its selection to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the teacher's action was in conformance with existing school policy. Legal counsel provided hereunder shall not be obligated to institute suit on behalf of any Teacher.
- F. If any teacher is sued by reason of disciplinary action taken against a student, the Board will provide legal counsel of its selection and render assistance to the defense of the teacher, provided the teacher's action was in conformance with the existing policy, within the scope of his/her authority.
- G. Any complaints directed toward a teacher shall be promptly called to the teacher's attention. The complainant shall be identified before any complaint is entered in the teacher's personnel file. The teacher may attach a written response to the complaint which shall also be included in the personnel file.
- H. Alleged breaches of discipline by a teacher will be promptly reported to the offending teacher.
- I. The Board will reimburse a teacher up to \$750 for any loss, damage or destruction of clothing or personal property of the teacher while said teacher is on duty in the school or on school premises or at school-related functions, provided that such loss, damage or destruction of clothing or personal property of the teacher was not caused by the individual teacher's neglect and not covered by the teacher's insurance. A teacher may be requested to provide reasonable validation of the amount of the loss
- J. If a Freedom of Information Act request is made for a teacher personnel file, the teacher will be notified and provided a copy of the request, the name of the person making the request and copies of relevant documents provided to the requestor by

the District. Response to the FOIA requests shall be consistent with statutory obligations.

ARTICLE X

NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon the mutual consent of the parties concerned.
- B. In the event that the salary schedule is reopened for negotiation by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the members of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.
- D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- E. Current law does not provide for these rights however the parties agree that in the event that the employer becomes involved in a "reorganization" that involves school districts consolidation, annexation, dissolution, or cooperative programs and/or consortia the board shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or discussed with any other school district.

In the event this district becomes involved in a reorganization with one or more districts or other entities, the board will use every effort possible to assure the continued recognition of the association as the collective bargaining agent for

the W.C.E.A. bargaining unit employees involved and take action to assure that to the extent possible:

1. All rights earned by or accruing to employees affected by the reorganization shall be retained by those employees, and the successor employer shall be bound thereby. No bargaining unit member shall suffer a reduction in compensation, fringe benefits, hours, or other terms or conditions of employment as a result of reorganization.
2. Seniority of all bargaining unit members shall be retained in the case of reorganization. If employees from another district are also included in the reorganization, and become employees of a successor to the employer, all employees will be placed on one seniority list. Each employee shall be accorded seniority based on years of continuous service in the district in which they were most recently employed, excluding time worked in an administrative capacity.
3. All employees of this district who have achieved tenure status under the teacher tenure act, or who have satisfactorily completed their probationary period and have permanent employee status under this contract, shall be accorded the same status in the successor school district or consortium. Individuals who have not achieved this status will be credited by the successor employer for time spent in the probationary period while employed in this district.
4. If any employees are laid off due to a reduction in force associated with reorganization, the layoff and subsequent recall shall be based on seniority as defined above, and certification and endorsement if required by law.

ARTICLE XI

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, the Association, or the Board of Education that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. This conversation shall take place within ten (10) workdays from the alleged grievance during the school year. Alleged grievances occurring during the summer months shall be initiated as soon as practicable, but no longer than ten (10) workdays after the beginning of the school year.

- C. In the event that the Board believes there is a basis for a grievance, the same procedure shall be followed as stated below, substituting the words "building representatives" for "building principals"; "W.C.E.A. president" for "Superintendent"; and "Association" for "Board". In the event that the Association believes there is a basis for a grievance over an issue affecting a number of members or members from more than one building, the Association shall have the option of initiating a grievance with either the immediate supervisor or the Superintendent within (10) working days of the incident that led to filing the grievance.
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the building principal within ten (10) working days after the discussion with the principal, except during summer vacations. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- E. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in all effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of the filing, whichever shall be later], the grievance shall be transmitted to the Superintendent within seven (7) working days of the disposition of the grievance. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board or other designee of the Board within five (5) working days following the disposition of the grievance by the Superintendent. The Board, no later than its next regular meeting or two working weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to the Association.
- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the decision to

go before an impartial arbitrator or not shall be made within ten (10) working days. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no power to rule upon:

- 1) nonrenewal of probationary teachers;
 - 2) any matter which could be brought within the jurisdiction of the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended);
 - 3) Grievances relating to continuation of employment or filling of Schedule B positions. These grievances will be handled in accordance with the Supplemental Position Letter of Understanding attached to this Agreement.
- I. The fees and expenses of the arbitrator shall be shared equally by the parties; the party initiating the arbitration shall pay the filing fee.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. Copies of this Agreement shall be presented at the expense of the Board for Board members, and at the expense of the Association for Association members.

- C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. *(Note: for 2010-11 and 2011-12 refer to the attached Letter of Agreement regarding Tuition Reimbursement Freeze which sets aside the amount of reimbursement available in 2010-11)*
The Board will reimburse professional employees for one hundred per cent (100%) of college tuition costs beyond permanent or continuing certification requirements up to thirty-six (36) hours for those courses that are approved by the administration or to the completion of the course requirements for a Master's Degree relating to the employees teaching assignment, provided:
- (1) Tuition costs will not be paid for courses for which other grants have been received.
 - (2) Reimbursement will be granted only upon proof of successful completion of the course with a grade of "B" or better.
 - (3) In the event that the course work is taken from private institutions within the state of Michigan or from private or public institutions outside the state of Michigan, the rate of tuition reimbursement will be equal to that charged by public institutions within the state of Michigan.
 - (4) Courses beyond the Master's Degree or thirty-six (36) hours beyond the Bachelor's Degree, whichever applies, shall be reimbursed at fifty percent (50%) of college tuition costs, limited to thirty (30) semester hours above the M.A. or thirty (30) semester hours beyond the B.A. +36.

B.A. Degree through B.A. +18, teacher pays 100%
B.A. +18 through B.A. +36 or M.A., Board pays 100%
B.A. +36 or M.A. through B.A. +66 or M.A. plus 30, Board pays 50%
 - (5) Any teacher who resigns shall repay the employer tuition reimbursements received during the preceding twenty-four (24) months or shall have such sums deducted from his/her final pay.
- E. Rules and regulations regarding discipline shall be distributed to students, teachers and parents at the commencement of each school year.
- F. It is specifically understood and agreed that this Agreement does not confer tenure upon the employee in any non-classroom position or capacity, as is defined in Article III, Section 1 of the Michigan Teachers' Tenure Act, MCLA 38.71, *et seq.*

- G. No teacher shall receive, accept or request any monetary or non-monetary consideration for ordering or using any product, textbook or school-related material.
- H. Employee liability – absent any gross negligence, bargaining unit members will not be held liable for any damage to the district's buildings, facilities, equipment, real properties, and/or vehicles or any other assets owned and/or held by the district.
- I. Common calendar
Prior to participation in any common calendar meetings involving the state mandated common area calendar under NCRESA, the parties shall meet and share input regarding each party's position on the proposed calendar.
To the extent possible the superintendent will provide the union chief negotiator with timely notice of the next common calendar area wide meeting so that the parties can meet prior to that area calendar meeting.

ARTICLE XIII

LAYOFF AND RECALL

- A. No teacher shall be laid off unless there is a reduction in student enrollment, or there is a decrease in revenues in the district or in the event of a District reorganization (under Michigan statute). Under such necessary reduction, the teachers subject to layoff shall be given a minimum of sixty (60) calendar days written notice prior to the date of layoff.
 - (1) Layoff of Schedule B positions shall be governed by forty-five (45) days notice, except in cases where the Schedule B position has been contracted for a period of less than twenty (20) days, in which case a minimum of ten (10) calendar days written notice shall be given prior to layoff. Additionally, the fifth (5th) football coach may be laid off without any advance notice when the total of Junior Varsity and Varsity football players drops below sixty (60). The 5th football coach shall be assigned to the team with the greatest need as determined by the head coach and athletic director.
 - (2) Payment of contracted duties performed prior to the effective date of layoff shall be made on the per diem basis defined in Article 3 section G.
- B. It is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available information at the time of the layoff and that it is within the Board's authority to reinstate the eliminated positions at its discretion. Seniority and certification shall be the prevailing factors in the event of layoffs for teachers hired prior to June 30, 1987. Seniority, certification and qualifications shall be the prevailing factors in the event of layoffs for teachers hired after June 30, 1987.

The qualification standard in this Article become effective June 30, 1987. For purposes of this Article, the term "qualified" shall mean:

- (1) For positions at the secondary level (grades 9-12), possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
- (2) For positions at the 7th and 8th grade levels, the following standards shall apply:
 - (a) The teacher must meet certification requirements as established by the State of Michigan. A K-8 certificate will qualify the teacher to instruct 7-8 general subject areas (math, science, social studies, English). For special areas, at least twelve (12) semester hours in the discipline will be required.

OR

- (b) A middle school endorsement.
 - (3) For positions at the elementary levels, possession of an elementary certificate. For positions in special elementary areas, such as music, art and physical education, the teacher must possess specific certification in the subjects to be taught.
 - (4) Teachers must possess the qualifications set forth in the applications or grants of any federally or state-funded programs to be eligible to be assigned to such programs.
- C. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification and qualifications. The time limit for requesting to bump shall be ten (10) days from the date of receipt of the layoff notice. Exempt from layoff or from being bumped from the bargaining unit shall be the Association president and grievance chairperson provided he/she is certified and qualified for the remaining positions.
- D. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue.
- E. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to November 15 of the current year. Accompanying

the name of each teacher on the list shall be the date of last hire and each teacher's certification. Last date of hire for all teachers hired shall be the date and time of acceptance of the position, whether verbal or written, which shall be recorded on the application form and seniority list, thereby establishing permanent record.

- F. No person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit.
- G. Changes in a teacher's certification and qualifications following layoff shall not permit the teacher to be recalled by bumping.
- H. Teachers on layoff hired prior to June 30, 1987 shall be recalled in inverse order of layoff based on their seniority and certification. Teachers hired after June 30, 1987 shall be recalled in inverse order of layoff based on their seniority, certification and qualifications. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy.
- I. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher with a copy sent to the Association president. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Refusal or acceptance of a position that is less than the number of hours he or she worked at the time of layoff shall not affect a teacher's recall rights.
- J. In recalling teachers from layoff, no teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another school.
- K. To remain on layoff and subject to recall from layoff, a teacher shall notify the school district of such intention annually by registered letter (return receipt requested) postmarked on or between June 1 and June 30. Failure to comply with this requirement shall be considered an abandonment of position, and the teacher's employment rights shall be terminated. The Board will inform each laid off employee, in writing, of this provision at the time of layoff.

ARTICLE XIV

PROFESSIONAL CONFERENCES

- A. The administration agrees to consider any application from teachers who desire to attend select professional conferences or workshops related to teaching assignment. Travel, meals, lodging and registration fee will be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conference and meetings shall be granted sufficient leave time to attend without loss of compensation.

B. The request submitted by the teacher shall include the minimum of the following:

- (1) date of release time
- (2) duration of time
- (3) place of visitation
- (4) resource person(s) involved
- (5) purpose - define objectives as specifically as possible
- (6) cost of expenses involved

(Note: for 2010-12 see attached letter of agreement regarding section D. Professional Development funds)

C. The Board agrees to annually budget funds for each school building in an aggregate amount equivalent to at least \$100 multiplied by the number of bargaining unit members, and \$250 multiplied by the number of special education teachers regularly assigned to a majority of their teaching duties at each respective school building per year for the purpose of funding teacher attendance at professional conferences. The funds budgeted for teachers who teach in more than one building will be allocated to the building in which the teacher spends a majority of the his/her work assignment.

D. A committee of two (2) teachers selected by the association and two (2) administrators at each building shall administer the funds at that building. The committee's decision to approve or disapprove conference request shall be decided by a majority of the committee members and shall be consistent with the rules and guidelines established by the committee. Funding for a coaching conference shall not be taken from any building's professional development monies. The attendance at a coaching workshop shall not count as a buildings teacher's professional development conference.

ARTICLE XV

JOB SHARING, SPLIT POSITIONS, AND REDUCED SCHEDULE

A. Definitions

- (1) Job sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which involves the sharing of students.
- (2) Split position shall refer to two (2) tenured bargaining members voluntarily sharing one (1) full-time position/assignment, which does not involve the sharing of students.
- (3) Reduced schedule shall refer to one (1) teacher that is accommodated with a reduced schedule upon request.

- B. Purpose: Two or more tenured bargaining unit members may request to pair up for the purpose of sharing common teaching assignments in Grades K through 12, including special education. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a teacher. It shall not occur if it prevents the recall of a laid-off teacher.
- C. Application: Any interested teachers may submit an application/proposal to job share a teaching assignment for the following school year to the appropriate administrator or supervisor for review. The interested teachers will then submit their proposal to the superintendent by April 10. The proposal shall indicate the teachers' desire to job share as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the workload and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication both with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed job sharing arrangement. The application shall be approved or disapproved by the superintendent or his/her designee within thirty (30) school days of the application. The decision shall be final and no appeals will be considered. The decision shall not be subject to the grievance process. Each approved job share will be renewed at request of teachers pending or subject to administrative approval based on successful job share evaluation.
- D. Responsibilities: Responsibilities of an assignment by two (2) job shares may be divided and/or allocated according to a plan designed by the job sharers with the agreement of the district. The teachers will be required to attend a pro-rata portion of staff meetings and other required functions based on the pro-rata portion of the workday that the teacher works. Planning periods will be equitably distributed between the two teachers.
- E. Compensation: Compensation shall be determined by each teacher's step and column on the salary schedule, prorated by the teacher's teaching time: the full-time teacher's teaching time. Each teacher will gain one (1) full year of seniority (per Article XII) and will be credited with one-half (1/2) year of credit on the salary schedule for each year worked in a job share position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position.
- F. Benefits: Sick leave, personal leave, and fringe benefits will be granted and used on the same basis as other part-time staff.
- G. Substituting: In the event that one of the teachers is absent, the other teacher will substitute for the absent teacher, whenever possible. The teacher shall be compensated "sub" pay. In the event that the teacher is called upon to be a long-term substitute, the teacher shall be compensated according to the contract. In the event that a teacher leaves the job share assignment before the end of the school

year, the other teacher will assume full responsibility for the position within ten (10) school days of receiving notice and will be compensated accordingly. In the event that neither participant wants to continue in the job share, the position becomes vacant and is posted.

- H. Returning to full-time position: If the district terminates the job share after the first year, the participants will be returned to their former full-time positions. If the district terminates the job share in any succeeding year, the employees will be covered under layoff and recall procedures as per the contract. If a participant decides to end the job share at any time, the teacher may apply for any available position, or may take a voluntary layoff. The remaining job share participant can either seek a new job share partner and make application to continue the job share or take the position as a full-time position.
- I. Agreement: The district, the job sharing teachers, and the association shall sign the approved job sharing agreement. Except for the specific provisions made expressly in this letter of agreement, all the terms and conditions of the current master agreement apply for bargaining unit members involved in job sharing. Further, this letter in no way sets any precedents or waives any rights currently enjoyed by any bargaining unit members who are teaching less than full-time in posted part-time positions.

ARTICLE XVI

ACCEPTABLE USE OF THE INTERNET/INTRANET

- A. Acceptable Use Bargaining unit members' use of the internet / intranet is appropriate under all of the following circumstances:
 - 1. support of the academic program;
 - 2. telecommunications;
 - 3. Association activities; and
 - 4. reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

The District's internet / intranet service may not be used for any teacher's commercial for-profit purposes.

District staff use of the internet and district technology equipment shall be as outlined here and in the White Cloud Staff Acceptable Use Agreement (attached.)

- B. Joint Committee The parties agree to form a Technology Acceptable Use Committee, with Association and Administration representation or designee. This committee shall structure and goals shall be as outlined in the technology committee letter of agreement.
- C. Student Misuse The parties agree that provided a teacher has not been grossly negligent, or responsible for the disclosure of a teacher's password, the bargaining unit member shall not be disciplined and will be released from liability for inappropriate acts committed by a student with regard to the internet / intranet, including, but not limited to, information retrieved from the internet by a student in violation of this Article or any federal, state, or local law; a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law; a student's design of a web site in violation of this Article or any federal, state, or local law.
- D. Virus Detection The District agrees to provide appropriate, regularly updated virus detection software on all of the District's computers. The software shall function in an automatic, passive fashion.
- E. Employee Liability Provided that the teacher has not been grossly negligent or responsible for providing access to a teacher's password, a bargaining unit member will not be held liable for any damage to the District's computer system, including but not limited to (1) damage to the District's computer system caused by a virus; (2) inappropriate acts committed by a student or any individual with regard to the District's computers, web site, internet system, etc; (3) students' inappropriate use of electronic mail communication; (4) design and usage of a teacher's individual web page; (5) violation of this article; and/or (6) violation of any federal, state, or local law.
- F. Privacy Issues The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
- G. Training The District shall provide, at no cost to the employee, training on the use of district equipment, software, internet / intranet, etc. In addition, given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use the internet / intranet, the District shall provide training to assist bargaining unit members in avoiding unintentional violations. The District agrees to provide release time for bargaining unit members to attend such training.
- H. Computer Proficiency and Evaluations Except in situations when a teacher is responsible for teaching computer skills or technology instruction classes or maintenance as part of the teacher's job description and curriculum requirements, the use of, proficiency, or lack of proficiency with respect to individual web pages shall not be used for evaluation purposes. In all cases the

use of (or failure to use), proficiency, or lack of proficiency with respect to individual web pages shall not be used for evaluation purposes.

I. Teacher Web Pages

1. The development, posting and maintenance of individual teacher web pages are not mandatory for bargaining unit members, but are encouraged.
2. The District agrees that it will not post employees' personal information on the District's web site, and will not require bargaining unit members to include personal information on individual teacher web pages.
3. No employee shall be disciplined for alleged misuse or inappropriate use of the District's web site (including individual teacher web pages) without just cause and due process, and in accordance with the discipline provisions contained in this Agreement.
4. The Technology Acceptable Use Committee shall develop a common format, with common content components, as one acceptable standard for individual teacher web pages.
5. The District agrees to indemnify a bargaining unit member for the costs of defending, and for any monetary settlement or award the bargaining unit member must satisfy, as a result of a lawsuit brought by a third party (including but not limited to a student, parent, web master for a web site, software program, or other individual or entity) with respect to the bargaining unit member's use of the District's web site if such use falls within the acceptable standards as determined and set forth by the Technology Acceptable Use Committee and specifically does not involve illegal activity including the violation of copyright law or any other statutes.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall be continuously in effect for a period of one (1) year ending June 30, 2012, subject to the conditions set forth elsewhere in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BOARD OF EDUCATION


WHITE CLOUD EDUCATION ASSOCIATION

By: 
Board President

Dated: 8-22-11

By: 
Board Secretary

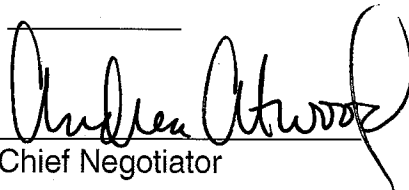
Dated: 8-22-11

By: 
Superintendent

Dated: 8/22/11

By: _____
WCEA President

Dated: _____

By: 
Chief Negotiator

Dated: 8/23/11

SCHEDULE A

- A. (1) Movement to a different salary schedule column, based upon academic attainment, will be dependent upon presentation of a transcript verifying academic credit and/or degree status. Pay adjustments will be implemented in the first semester of a school year where the transcript is presented by August 15. Pay adjustments will be implemented in the second semester of a school year where the transcript is presented by January 4.
- (2) Full credit for salary step advancement will be given if the teacher instructs or is on paid sick leave for one hundred twenty (120) or more days in the regular school year. A one-half step will be given if the teacher instructs or is on paid sick leave at least sixty (60) days, but less than one hundred twenty (120) days in a regular school year.
- (3) It is mutually agreed that teachers hired for less than a full-time position will be paid on a prorated basis. Said teacher will receive credit for one (1) year on the pay scale if he/she serves in 1/2 time or more capacity for the entire school year. If said teacher serves less than one (1) full school year, the provision of the contract under Schedule A, Section A. (2) will come into effect.

B. Fringe Benefits

Each bargaining unit member shall select either Plan A or Plan B:

(1) Plan A - Major Medical

- The Board will provide full family health insurance as outlined below.

Effective May 1, 2011 – September 30, 2011,

MESSA Choices II with the \$10/20 Rx co-pay; \$10 office visit co-pay; and \$100/200 in network (\$250/500 out of network) deductible; and with a 4.5% employee premium co-pay of the teacher's health care premium costs (i.e., single coverage pays 4.5% of single coverage rate; 2 person coverage pays 4.5% of 2 person premium rate, etc).

Effective October 1, 2011

MESSA Choices II with the Super Saver Rx co-pay (10/40 Rx); \$10 office visit co-pay; and \$200/400 in network (\$400/00 out of network) deductible; and with a 10% employee premium co-pay of the teacher's health care premium costs (i.e, single coverage pays 10% of single coverage rate; 2 person coverage pays 10% of 2 person premium rate, etc).

Long Term Disability

- 60% of Max Eligible Salary
- Maximum Monthly Benefit \$ 5,000.00
- Max Eligible Monthly Salary \$ 8,333.00
- 90 Calendar Days
- Modified Fill Elimination Period

- LTD Class Code
 - Professional Staff
 - COLA Yes
 - Mental/Nervous Same as Illness
 - Alcohol/Drug Same as Illness
 - 5% Minimum Payout
 - Pre-existing Limits waived
 - Family Social Security Offset
- Life Insurance
Accidental Death &
Dismemberment
- Life volume requested \$ 20,000.00
 - Disability waiver will apply
 - Life volume requested \$ 20,000.00
- Vision
- VSP 3
 - Vision COBRA Rate \$16.65
- (2) Plan B - Dental
- The Board will provide Delta Dental
 - 80 % Class I, II, & III, Annual Maximum \$ 1,500.00
 - 80% Class IV, Lifetime Maximum \$ 2, 100.00
 - Two cleanings Per Year
 - Sealants – No
 - No Adult Orthodontics
 - Dental COBRA Rate \$ 56.62
- \$150 per month cash in lieu of health insurance. \$200 per month will be paid if 10% or more of the teaching staff elect Plan B.
 - Teachers hired for less than a full-time position shall have fringe benefits prorated. Said teacher shall be offered the choice of MESSA PAK Plan A or B per Schedule A, Sections B(1) and (2). Coverage shall not be provided for abortion or abortion-related services per 166B of the State Aid Act.

During the annual open enrollment each bargaining unit member shall

* All premium co-pays shall be via payroll deduction, and at the employee's option through a district 125 – Plan

- (4) Teachers who retire from service in the White Cloud Public Schools shall receive a lump sum payment equal to one-hundred twenty five percent (125%) of the difference between Step 1 of the BA column and Step 12 of the salary column occupied by the teacher at the time of his/her retirement. Extra duty and any other non-salary schedule earnings are not factored into this lump sum calculation. In no event shall the lump sum reduction referred

- (a) In order to receive the full lump sum, the teacher must retire within the first year of the teacher's eligibility. If a teacher chooses to stay past the teacher's first year of eligibility, the lump sum payment (see the above section (4) for the "125% of the difference" descriptor) is reduced by thirty-three and one-third percent (33.3%) the school year after the first school year of eligibility and each school year thereafter for the next three years. If a teacher stays four (4) or more school years past the first school year of eligibility, the payout is forfeited.
- (b) Teachers who have passed their eligibility date as of July 1, 2011 are still eligible for the payment (reduced by an amount equal to 1.35% of the salary paid the teacher on the teacher's 25th step and each year thereafter *as provided in the 2008-2010 Master Agreement - Schedule A., B.4*) provided they retire at the end of the 2011-12 school year. If the teacher chooses not to retire at the end of the 2011-12 school year, the penalty in section (a) will start to apply with the following 2012-13 school year as if that school year is the first year after the teacher's eligibility.
- (c) The teacher must submit his/her written letter of resignation by March 1st of the year in which they wish to retire. If a teacher elects to retire in the middle of a school academic year, his/her designation must be submitted ninety (90) days prior to his/her last teaching day. Included with this letter must be a statement from ORS that shows the resigning teacher's total years of service with ORS.
- (d) The teacher meets the criteria for retirement as spelled out by the Michigan Public School Employee Retirement System.
- (e) The teacher has had eighteen (18) or more years of experience in the White Cloud Public Schools system at the time of his/her retirement.
- (f) The teacher will sign a retirement agreement as a precondition for participation in this retirement incentive. (Attached in Appendix)
- (g) Employees hired after September 1, 2011 will not be eligible for this benefit.

This one-time lump sum payment shall be made under one of the following payment options:

- (i) Teachers retiring effective at the conclusion of the regular academic year will receive the lump sum payment no later than July 30 for those who complete a full year of service.
- (ii) A teacher retiring at the conclusion of the academic year may make a written request for payment of the lump sum amount prior to his/her resignation to the Superintendent indicating that the lump sum amount will be utilized to purchase generic or universal retirement credit pursuant to Section 69(f) or Public Act 194 of 1989, or its successor provision. Provided these conditions are satisfied, the lump sum payment will be made to the teacher no later than sixty (60) days prior to the conclusion of the regular academic year.
- (iii) Those teachers electing to retire other than at the conclusion of an academic year, and who do not complete a full year of service, will receive their one-time lump sum payment no later than sixty (60) days after their last teaching day.
- (iv) Those teachers electing to retire other than at the conclusion of an academic year, and who do not complete a full year of service, may make a written request for payment of the lump sum amount prior to their last teaching day. In order to be eligible for this option, the teacher must submit, with his/her resignation, a written statement to the Superintendent indicating that the lump sum amount will be utilized to purchase generic or universal retirement credit pursuant to Section 69(f) of Public Act 194 of 1989, or its successor provisions. Provided these conditions are satisfied, the lump sum payment will be made to the teacher no later than sixty (60) days prior to the teacher's last day of service.
- (v) Teachers may elect to receive the lump sum in equal payments spread over a three year period. If the teacher dies, said payments shall be made to the teacher's estate.

RETIREMENT POLICY - Age shall not be used as a criteria for dismissal and/or retirement.

- (4) After ten (10) years of service in the White Cloud Public Schools System, a teacher shall be paid for his/her accumulated illness/disability days at forty dollars (\$40) per day at the time of severance of service from White Cloud Public Schools, provided his/her severance is not termination for just cause by action of the Board and that the teacher provides notice of resignation to the District no later than the last scheduled day of the school year. This

payment shall be made within a thirty (30) day period from the date of severance.

- (5) (a) In the event a teacher has exhausted said sick leave, his/her selected full-family MESSA health insurance shall continue uninterrupted throughout the period of disability, but not more than one (1) year from the beginning of the disability.
 - (b) In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.
 - (c) In the event a teacher dies during the school year, the Board shall continue payments of all applicable health insurance premiums through the following August 31 in order to assure full, uninterrupted coverage for the survivors of the policy holder. If the teacher dies after the completion of the school year, the Board shall continue payments through August 31 of that year.
 - (d) Teachers recalled from layoff who accept less than a full work load shall receive the same full health insurance coverage as teachers assigned to a full work load.
 - (e) A teacher who is hired with an effective first workday after the first required workday of the school year shall be entitled to fringe benefits for a duration determined on a pro rata basis.
 - (6) (a) The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year.
 - (b) The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.
- C. When necessary, premiums on behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall be responsible for providing health insurance information, including applications and claim materials.
- E. Payroll deduction shall be made available for all MESSA, MEFSA and MEA programs.

- F. The district will continue to make available all current 403B plans for employee use through payroll deduction. If a plan enrollment drops below three (3) White Cloud participants, the district may stop making that plan available to new enrollees and is not obligated to continue that plan availability after the last employee stops making contributions to the plan. The district is not obligated to add a new vendor to the plan availability list unless the plan enrolls at least ten (10) White Cloud employee participant.

Third Party Administrator for Employee 403b Plans:

The WCEA leadership shall be timely notified of Third Party Administered **(TPA)** plan amendments or renewals in order to have an opportunity for consultation and input to the plan and plan provisions prior to adoption of such by the District.

Teachers will not incur any charges for TPA services. This does not apply to vendor charges, administrative and other charges that occur through the vendor(s) for the accounts selected by the teacher(s). It is understood this provision is effective following ratification of this agreement.

- G. The district shall make payroll deduction to an IRS 125 Plan available to teachers for the teacher's use for purposes that include: medical care reimbursement, child/dependent care, and cash conversion to an annuity plan. Deductions taken shall be promptly forwarded per the teacher's instructions. Election for this program shall be as allowed under Federal IRS Code.

Open enrollment for this 125 Plan shall be annually at the beginning of the school year during the teachers' insurance open enrollment period.

**WHITE CLOUD PUBLIC SCHOOLS
SCHEDULE A –SALARY SCHEDULE**

2011-2012*

* Wages shall continue frozen at the June 30, 2008 wage rates for the life of this agreement. All Employees eligible for column movement will be advanced to the appropriate column as outlined in this agreement and the respective wage increases paid during 2011-12. All employees eligible for step advancement will be awarded the appropriate step advancement effective with the beginning of the 2011-12 school year but the increased step pay will not be paid to those employees during 2011-12 (eligible employee's step will advance but pay will be frozen at the 2010-11 step level of pay for the 2011-12 school year).

The 2008-2009 (June 30, 2008) Salary Schedule Continues Unchanged Through
the 2011-12 School Year.

	BA	BA +	BA36/MA	MA+
1	34,321	35,732	37,145	40,042
2	36,146	37,595	39,045	42,005
3	37,987	39,488	40,967	43,991
4	39,843	41,372	42,902	45,998
5	41,715	43,285	44,856	48,019
6	43,605	45,216	46,826	50,061
7	45,510	47,336	49,160	52,123
8	47,431	49,300	51,169	54,199
9	50,455	51,823	53,191	56,296
10	51,322	53,363	55,402	57,775
11	53,292	55,377	57,460	60,542
12TH-14TH	55,279	57,390	59,501	62,696
15TH-19TH	58,918	60,982	63,049	66,490
20TH-24TH	60,820	62,755	64,642	68,448
25TH +	62,856	64,820	66,784	70,644
Step 25 Increase	1.005			

SCHEDULE B

Extra Duty Salary Schedule

The following schedule is for specifically assigned duties other than classroom teaching and which occur outside the normal school day.

To determine the pay for any activity in Schedule B, the percentage shown at the right of the activity shall be applied to the salary step in Schedule A which gives credit for the number of years of experience that the person has in that activity. A maximum of eight (8) years credit (step 9) will be allowed. Commencing with the 1999-2000 school year this maximum credit will be increased to eight (8) years. Class sponsorship experience is based on the total number of years in any class sponsorship role.

SCHEDULE "B" 2008-2011 SCHOOL YEARS

<u>High School Activity</u>	<u>Index</u>
Instrumental Music	.10
Vocal Music	.10
Yearbook	.07
Drama (Fall & Spring Presentation)	.034
H/S – Student Council	.04
H/S – National Honor Society	.01
H/S – Librarian – supervisor of Elementary School library	.05
Driver Education	27.25/hr. in 2008-09; 27.50/hr. in 2009-10; 27.75/hr. in 2010-11.
 <u>Class Sponsor</u>	
Seniors	.02
Juniors	.03
Sophomores	.015
Freshmen	.015
 <u>Athletics – High School</u>	
Varsity Head Football Coach	.11
Assistant Varsity Football Coach	.07
JV Head Football Coach	.07
Assistant JV Football Coach	.055
Football Coach (5 th) if numbers are 35 or more	.03
Varsity Basketball Coach	.11
JV Basketball Coach	.07

Freshmen Basketball Coach	.05
Varsity Volleyball Coach	.11
JV Volleyball Coach	.07
Freshmen Volleyball Coach	.05
Track Coach	.11
Varsity Baseball Coach	.11
JV Baseball Coach	.07
Varsity Softball Coach	.11
JV Softball Coach	.07
Cross Country Coach	.09
Weightlifting Coach	.07 (annual)
Varsity Wrestling Coach	.11
JV Wrestling Coach	.07
Varsity Boys Golf	.09
Varsity Girls Golf	.09
Varsity Girls Tennis	.09
Varsity Girls Soccer	.09
<u>Cheerleaders</u>	
Fall Varsity & JV Squads	.07
Winter Varsity and JV Squads (Boys' Basketball)	.09
<u>Junior High– Activity</u>	
J/H Student Council	.02
J/H National Honor Society	.01
<u>Class Sponsor</u>	
Eighth Grade	.01
Seventh Grade	.01
<u>Athletics – Junior High</u>	
Basketball Coach	.035 + .01 W/A & B Team
Football Coach	0.35
7 th & 8 th Grade Track Coach (1 Team)	.035
Junior High Cheerleading Coach	.01
Junior High Volleyball	.035
Junior High Wrestling	.035
Junior High Teams Add 2 nd Coach (if numbers warrant – basketball requires 20 or more participants; volleyball requires 24 or more participants)	.02

The district may fill the following Schedule B positions with internal or external applicants and reserves to itself to determine the applicant who is best suited for the position:

<u>Elementary – Activity</u>	<u>Index</u>
Elementary Safety Patrol	.03
Elementary Basketball	.02
Elementary Memory Book	.01
OM Coach (2)	.01
Young Authors Coach (1)	.02
 <u>Junior High Activity</u>	
Junior High Yearbook	.02
Spelling Bee Coach	.02
Knowledge Bowl Coach	.02
OM Coordinator	.02
6 th Grade Camp Director	.01
Young Authors Coordinator	.02
 <u>High School Activity</u>	
Varsity Quiz Bowl Coach	.06
JV Quiz Bowl Coach	.03
Varsity Club	.04

Curriculum Development shall be paid as follows for all hours beyond the teacher's contract hours:
 27.25/hr. in 2008-09; 27.50/hr. in 2009-10; 27.75/hr. in 2010-11
 and this rate shall increase \$0.25 per hour in each successive year of the agreement.

It is agreed that the District may fill these positions, if offered, with bargaining unit or administrative applicants. The District will utilize the following criteria in selecting coaches for these positions in descending order of importance:

1. Possess a coaching philosophy consistent with District Philosophy as determined by a joint interview with the Athletic Director and Principal at the level of the sport.
2. Past successful coaching experience in the vacancy sport at the level of the vacancy.
3. Prior success working with similar age students apart from coaching.
4. Past successful coaching experience in the vacancy sport below the level of the vacancy.
5. Past successful coaching experience in other sports.
6. Past personal participation in the vacancy sport at college level.
7. Participation in the vacancy sport below college level.

School and District Site Teams

The White Cloud Board of Education and the White Cloud Education Association agree that:

Teachers selected or elected to serve on the District/school site-based decision teams as per board policy will be compensated at the hourly rate for time spent in such meetings.

It is expressly understood that only site-based team members will be compensated. From time to time, other faculty members may be asked to assist Committee members and to do so without compensation.

SCHEDULE C

The parties agree that for all regular education classes the optimum class size shall be 25 and the maximum class size 31, except as otherwise provided. For all remedial classes, the optimum class size shall be 15 and the maximum shall be 25. Exceptions to the above stated class sizes are as follows:

Physics
 Chemistry
 Advanced Biology
 Biology
 Mechanical Drawing
 Art
 Music
 Keyboarding/Computers

These listed classes are limited
 by teaching stations.

Band and choir classes to be limited according to capacity of the facility.

	Optimum	Maximum
PHYSICAL EDUCATION		
Single Class (one class in gym)	25	40
Double class (two classes in gym)	15	37
ELEMENTARY		
Pre-first	15	25
Kindergarten - 3rd grade	15	30
4th grade	22	30

Calendar
2011-2012 Calendar
See Attached

Appendix X: Teaming Classroom Workload And Responsibility Guidelines.

Note: These guidelines are for example only and are not intended to be all inclusive. The teaming teachers will decide on the specific distribution of workload and responsibilities in the teaming assignments.

Both teachers will:

- Provide support for all students in the classroom
- Monitor students and provide opportunities for students to develop behaviorally and academically
- Work together and decide how to handle record keeping for grading, CMS, and other requirements

Highly Qualified general education classroom teachers will:

- Provide the plan for how the course content is delivered
- Provide materials that are regularly used with general education students
- Be the primary teacher in planning classroom delivery
- Determine the standards for the students' assignments

Co-teacher, special education teacher:

- Determine what supplemental materials the special education students need in order to better understand the content being taught
- Develop supplemental materials and test content to be used in conjunction with the classroom plans
- Determine how and when the supplemental materials will be delivered and under what circumstances the materials are needed.
- Develop a system for providing students notes that support expectations of the course/class
- Modify and monitor assignments as needed to meet the IEP requirements of special education students

P.D. - No Students
 1/2 Day
 First Day
 Last Day
 Holiday
 School Resumes

Possible Make-up day
 End of Semester
 New/Non-Tenured Teacher

2011	7	1
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White Cloud Public School

2011-2012

Tentative Calendar

Su	M	Tu	W	Th	F	Sa
					1	2
3	5	6	7	8	9	
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	M	Tu	W	Th	F	Sa
					2	3
4	7	8	9	10		
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Su	M	Tu	W	Th	F	Sa
1	4	5	6	7		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	M	Tu	W	Th	F	Sa
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
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177 Student Days
181 Tenured Teacher Days
182 New & Non-tenured Teacher Days
5 hrs of on-line PD is optional until further notice

Notes
AUGUST 24, 2011 - TEACHER PD DAY
AUGUST 30, 2011 - ALL STAFF (PD 3 HOURS)
AUGUST 31, 2011 - ALL TEACHERS (6 HOURS)
SEPTEMBER 1, 2011 - ALL TEACHERS (6 HOURS)
SEPTEMBER 5, 2011 - LABOR DAY-NO SCHOOL
SEPTEMBER 6, 2011 - FIRST DAY OF SCHOOL
NOVEMBER 15, 2011 - NO SCHOOL
NOVEMBER 24 & 25, 2011 - THANKSGIVING BREAK
DECEMBER 19 - 30, 2011 - CHRISTMAS BREAK
JANUARY 2, 2012 - CONTINUED CHRISTMAS BREAK
JANUARY 3, 2012 - SCHOOL RESUMES
JANUARY 16, 2012 - AM STUDENTS ONLY/PD DAY TEACHERS
JANUARY 20, 2012 - END OF 1ST SEMESTER/AM STUDENTS ONLY
FEBRUARY 20, 2012 - MID-WINTER BREAK-NO SCHOOL
MARCH 30, 2012 - NO SCHOOL
APRIL 2-6, 2012 - SPRING BREAK - NO SCHOOL
APRIL 9, 2012 - SCHOOL RESUMES
MAY 28, 2012 - MEMORIAL DAY - NO SCHOOL
JUNE 8, 2012 - LAST DAY - AM ONLY STUDENTS
JUNE 11, & 12, 2012 - POSSIBLE MAKE-UP DAYS

Letter of Understanding

WHITE CLOUD PUBLIC SCHOOLS AND WHITE CLOUD EDUCATION ASSOCIATION

Re: SUPPLEMENTAL POSITION GRIEVANCES

Grievances relating to the appointment, removal, or reappointment involving a Schedule B position shall be processed as follows:

A grievance shall proceed through the Superintendent, Article XI Grievance Procedure (G). In the event the grievance is not satisfactorily resolved at the Superintendent level, the grievant shall utilize the following procedure in lieu of the Board of Education and Arbitration.

The grievant may, within ten (10) days of his/her receipt of the Superintendent level answer, file a demand with the Superintendent and the Association President for a hearing before a three-person panel. Any grievance not appealed to the panel within this time limit shall be deemed settled based on the Superintendent's answer.

The panel shall be established and operate pursuant to the following rules and conditions:

- a) Within ten (10) days of the Superintendent's receipt of the demand for a hearing, both the District and the Association will select a current or former district employee as their representative to serve on the panel and will notify the other party of their selection.
- b) Within ten (10) days of these selections, the two representatives will jointly select a community person to serve as the chairperson of the panel and will notify both the Superintendent and the Association President of the name of this person.
- c) No later than twenty-five (25) days after this notification, the panel will hold a hearing at a date and time mutually agreeable to the parties. The hearing will be conducted as informally as may be appropriate.
- d) At the hearing each party is entitled to have representatives present of their choosing. Each party will be given the opportunity to present evidence and/or witnesses in support of their position. If necessary, at the discretion of the panel, the hearing may be recessed and reconvened at a mutually agreeable time.
- e) Within fifteen (15) days of the conclusion of the hearing, the panel will render the decision of the majority of the panel. The decision of the majority of panel shall be final and binding on all of the parties.
- f) The authority of the panel shall be congruent with the authority of an arbitrator as outlined in Article XI.

g) Any costs incurred by the panel will be shared equally by the parties.

For the District

Date

For the Association

Date

**WHITE CLOUD PUBLIC SCHOOLS
RESIGNATION AND RELEASE AGREEMENT**

A. VOLUNTARY RETIREMENT

Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Retirement (Schedule A, Part B Section 3) of the Master Agreement for the years 1998-2001 hereinafter referred to as "The Plan" and accepts the benefit of that Plan as described therein. Further, Employee acknowledges and agrees that he/she has submitted his/her resignation from employment with the White Cloud Public Schools for the purpose of retirement effective at the conclusion of the 2000-2001 school year, according to the terms and conditions of the Plan, voluntarily and that such resignation is irrevocable when accepted by the Board. Further, Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment with the White Cloud Public Schools.

B. RELEASE

Employee acknowledges and agrees that in consideration of and exchange for the Plan benefit, he/she hereby agrees to discharge, waive and release the Board, including its individual Board members, administrators, employees and/or agents, from any and all claims, charges, demands and/or causes of action of any kind whatsoever, including those for breach of contract, deprivation of constitutional rights, discrimination with respect to handicap, age, sex, religion, race and/or marital status which may have arisen under the Federal Civil Rights Act and/or Age Discrimination in Employment Act and/or the Michigan Elliott-Larsen Civil Rights Act, personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from the White Cloud Public Schools pursuant to the terms of the Plan, which Employee has or may presently have against any of them.

**C. STATUTORY RETIREMENT ELIGIBILITY - NO REPRESENTATIONS BY
DISTRICT OR ASSOCIATION**

Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public Schools employees Retirement System to obtain the necessary information and confirmation of his/her retirement eligibility and benefits and has had an opportunity to seek and obtain information and advice with respect to his/her retirement eligibility and benefits under the Michigan Public School Employees Retirement System, including the impact and consequences of the Plan benefit thereon, and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the Board, including its individual Board members, administrators, employees and/or agents have not made any representation or provided any advice with regard to his/her eligibility or benefits under the Michigan Public School Employees Retirement System and he/she agrees that he/she will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding his/her eligibility

and/or benefits with the Michigan Public School Employees Retirement System as result of his/her retirement and the acceptance of the Plan benefit. This does not affect Employee's right to pursue any such dispute with the Michigan Public School Employees Retirement System.

D. TAX LIABILITY - INDEMNIFICATION

Employee acknowledges and agrees that he/she is solely responsible for any tax liability and/or consequences regarding payment of the Plan benefit and that he/she has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of the payment of the Plan benefit. Further, Employee acknowledges and agrees that the Board, including its individual Board members, administrators, employees and/or agents members, employees and/or agents, have not made any representations or provided any advice with regard to his/her tax liability and/or consequences as a result of the payment of the Plan benefit and agrees that he/she will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of the payment of the Plan benefit to him/her.

E. CONSULTATION WITH ATTORNEY

Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Agreement Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of his/her own choosing with respect to the content and term of this Agreement and Release. Employee acknowledges that he/she has carefully read and fully understands all of the provisions of this Agreement and Release which sets forth the entire agreement between the parties hereto. Employee further acknowledges that he/she has not relied upon any representation or statement, written or oral, not set forth in this document. Further, Employee acknowledges that he/she has entered into this Agreement and Release and has submitted his/her resignation pursuant to the Plan and has not been subject to any duress, intimidation or coercion with respect thereto by the Board, including its individual Board members, employees and/or agents.

F. BINDING EFFECT

Employee and the Board acknowledge and agree that this Agreement and Release shall become effective immediately upon execution by the parties. Employee acknowledges and agrees that this Agreement and Release is binding upon his/her spouse, heirs, personal representatives and agents. This Agreement and Release does not waive any age discrimination claims that may arise after the date it is signed.

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS!

READ CAREFULLY AND COMPLETELY BEFORE SIGNING!

The remainder of this page is intentionally left blank

**LETTER OF UNDERSTANDING
BETWEEN
WHITE CLOUD PUBLIC SCHOOLS
AND
WHITE CLOUD EDUCATION ASSOCIATION**

The parties have met, conferred, and agree to the following:

1. The School District and the Association agree to jointly establish a Special Education Committee.
2. The goal of the committee shall be to improve communication regarding special education matters and enhance the potential for solving special education related concerns.
3. The Special Education Committee shall consist of up to six EA members who shall be so designated by the WCEA and no less than two administrators who shall be designated by the White Cloud Public Schools Superintendent.
4. There will be no pay for those serving on the White Cloud Public Schools Special Education Committee.
5. The Special Education Committee shall meet as deemed necessary. The committee shall not meet in a particular month if there are no matters for the committee's consideration.
6. One member of the committee will be assigned the duty of making notes of the committee's meetings. One member of the committee shall be assigned the duty of being chair and thus calling and chairing the committee's meetings.
7. The Special Education Committee may discuss any Special Education matter that impacts the WCEA membership and/or the operation of White Cloud Public Schools. The Committee shall review any complaints regarding the district's special education operation which are brought to the committee's attention.
8. Additional committee members may be added to this committee if deemed necessary by both the parties to this agreement.
9. The limit on the authority of the committee will be to make recommendations to the White Cloud Board of Education.

For the Association

For the Board

Date

Date

**LETTER OF UNDERSTANDING
BETWEEN
WHITE CLOUD PUBLIC SCHOOLS
AND
WHITE CLOUD EDUCATION ASSOCIATION**

RE: Technology Committee

The parties have met, conferred, and agree to the following:

1. The School District and the Association agree to jointly establish a Technology Committee.
2. The goal of the committee shall be to improve communication regarding technology matters and enhance the potential for solving technology related problems and concerns.
3. The Technology Committee shall consist of up to six EA members who shall be so designated by the WCEA and no less than two administrators who shall be designated by the White Cloud Public Schools Superintendent.
4. There will be no pay for those serving on the White Cloud Public Schools Technology Committee.
5. The Technology Committee shall meet as deemed necessary. The committee shall not meet in a particular month if there are no matters for the committee's consideration.
6. One member of the committee will be assigned the duty of making notes of the committee's meetings. One member of the committee shall be assigned the duty of being chair and thus calling and chairing the committee's meetings.
7. The Technology Committee may discuss any Technology matter that impacts the WCEA membership and/or the operation of White Cloud Public Schools. The Committee shall review any complaints regarding the district's technology operations that directly impact WCEA members and which are brought to the committee's attention.
8. Additional committee members may be added to this committee if deemed necessary by both the parties to this agreement.
9. The limit on the authority of the committee will be to make recommendations to the White Cloud Board of Education.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
BETWEEN THE
WHITE CLOUD PUBLIC SCHOOLS
AND THE
WHITE CLOUD EDUCATION ASSOCIATION

The Association and the Board agree to the following change in the method of payment for the lump sum and sick leave payoff for teachers who retire from White Cloud Public Schools as stated in Schedule A (3) and Schedule A(4) of the Master Agreement.

1. The following amounts to be paid shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided the plan account is currently offered through the district, except that no contribution shall cause an employee to exceed the limitations of section 415(c) of the Internal Revenue Code:
 - a. Lump sum payment as stated in Schedule A(3) and
 - b. Severance and Termination payments, and
 - c. Sick Leave payoffs as stated in Schedule A(4)

Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district.

Employees shall have no cash option to this employer 403(b) contribution.

2. At any time that the terms of this letter of agreement does not comply with appropriate statutes or regulations the parties will meet to renegotiate the appropriate provisions above. Or in the event that other options become available for the payment of these monies, at the request of either party, the parties will meet to negotiate the appropriate changes. In the event that the parties cannot reach agreement in either instance above this letter of agreement will be invalid and the parties agree to revert to the terms and conditions listed in the Master Agreement.

Dated: _____

White Cloud Public Schools

Dated: _____

White Cloud Education Association

LETTER OF AGREEMENT

Between the
White Cloud Public Schools
and the
White Cloud Education Association (WCEA/MEA/NEA)

RE: ESEA/NCLB Act of 2001

1. Mutual Agreement

Without consulting with the Association, the Employer shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that has an adverse impact on any bargaining unit member. If any actions required by the board or district under NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.

2. Identification for Improvement

Before identifying an elementary or secondary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final decision.

3. NCLB Committee Plan / SCHOOL IMPROVEMENT PLANS

No NCLB Committee Plan provision shall alter, modify, violate or supersede, except as mutually agreed on in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any School Improvement Plan the Employer intends to implement.

- a. No School Improvement Plan or SIP Committee shall address the issues of wages, hours, terms and other conditions of employment or matters established in statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act, etc.

- b. No SIP Committee shall engage in collective bargaining or have the authority to address employment matters.
- c. Any participation on a SIP Committee shall be voluntary. The participation or lack of participation of an employee or group of employees on a SIP Committee shall not be noted or considered in the Employer's employment decisions, including but not limited to evaluation, assignment, extra duty assignment, conference attendance, promotion, discipline or discharge of any employee.
- d. SIP Committee(s) shall be established to deal with the provisions of the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq. The composition of the District's SIP Committee and any building's SIP Committee shall be subject to the following provisions:
 - (1) The majority of each SIP Committee shall be employees selected by the respective bargaining agent of each bargaining unit within the District. The total number of bargaining unit members on the SIP Committee shall be allocated among all of the bargaining units according to the relative size of each bargaining unit.
 - (2) For building level SIP Committees the Association may choose one (1) contract specialist (as one of the representatives of the bargaining unit) who may or may not be a member of the building staff.
 - (3) The administrator members and the bargaining unit members of the SIP Committee will mutually agree to the other individuals to be members of the Committee (i.e., parents, students, and others in the school community).
- e. Employees participating in SIP Committee activities, including training and scheduled Committee meetings, will be compensated at the established hourly Extra Duty Curriculum Development Rate for all time involved outside the employee's regular work day. If SIP Committee meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.
- f. Any School Improvement Plan recommended by the SIP Committee shall be immediately submitted to the bargaining representatives of the parties. Upon the demand of either party, the parties shall meet and negotiate the School Improvement Plan. No School Improvement Plan shall be implemented without the mutual agreement of the parties.

4. Effect of Section 1116(d) of the ESEA

If the District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the District's obligations under Section 1116 of the ESEA, it will so notify the Association. The Association and the District immediately will file a joint written request with the United States Department of Education asking whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the United States Department of Education answers this question "yes," the District will be required to comply with the provisions of this Agreement.

If the United States Department of Education answers the foregoing question "yes," the Association, at its option, may file a lawsuit in Federal District Court seeking a declaratory judgment as to whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Until the District Court answers this question, or if the District Court answers this question "yes," the District will be required to comply with the provisions of this Agreement only to the extent that such compliance will not prevent the District from complying with its obligations under Section 1116 of the ESEA. If the District Court answers this question "no," the District will be required to comply with the provisions of this Agreement.

5. NCLB Committee:

For the purposes outlined in the "highly qualified" options below as Addendum 1, an NCLB Committee shall be established at each level to conduct an assessment of the option elected and pursued by each teacher subject to Section 8. immediately below. The Committee shall be composed of six (6) members; three (3) appointed by the Superintendent and three (3) appointed by the Association. Any participation on this Committee shall be voluntary. The Committee shall make a determination whether each teacher subject to Section 8. immediately below has become "highly qualified" by meeting one of the options provided in Section 8. immediately below.

6. Teachers not "highly qualified" by the end of the 2005-06 school year:

The Board of Education and the WCEA acknowledge that a teacher who is required as of the end of the 2005-06 school year (or by any alternative date established by the USDE or the MDE) by the ESEA to be "highly qualified" (as defined by the ESEA and the Michigan Department of Education) for his/her teaching assignment and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for provided he/she is "highly qualified" for the vacancy. They further agree that if there is no vacancy for

which said teacher is “highly qualified”, said teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his/her current position had been eliminated.

7. Recognition

A teacher that has been recognized as “highly qualified” under the ESEA by this school district or another Michigan school district shall be recognized as “highly qualified” by this school district for the duration of his/her employment. If the rules related to “highly qualified” under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

8. ESEA/NCLB Act of 2001 Requirement for Highly Qualified Teachers
(as defined by the ESEA and approved by the Michigan Department of Education on April 24, 2003)

A teacher hired before the first student attendance day of the 2002-03 school year who is required by the ESEA to be “highly qualified” (as defined by the NCLB/ESEA and the Michigan Department of Education) for his/her teaching assignment and is not “highly qualified” for his/her teaching assignment shall, by the end of the 2005-06 school year (or alternative date as determined by the USDE or MDE), have elected and satisfied one of the options below, as recognized and approved by the Michigan Department of Education, for becoming “highly qualified” for his/her teaching assignment.

a. For elementary teachers:

- (1) Passage of the Michigan Test for Teacher Certification (MTTC) general elementary examination and the examination for any subject area for which the teacher is endorsed and is teaching in grades 6-8. Individuals who hold the old K-8 “all subjects” designation on their elementary teaching certificate may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject, OR
- (2) A graduate degree or coursework that is equivalent to an undergraduate major (thirty semester credit hours) in any subject area directly related to elementary teaching, OR
- (3) Achieve National Board Certification or credentialing in any subjects(s) at an appropriate developmental level(s), OR
- (4) As documented on Attachment 1 by the NCLB School Improvement Team, have:

- (a) at least three (3) years of teaching experience at the elementary level and
 - (b) have completed, since the issuance of the Provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based State Board of Education (SBE) approved endorsement program or a master's or higher degree in an area appropriate for elementary education, OR
 - (5) As documented on Attachment 1 by the NCLB School Improvement Team, have:
 - (a) at least three (3) years of teaching experience and,
 - (b) before the end of the 2005-06 school year (or alternative date as determined by the USDE or the MDE), have completed an individual professional development plan approved by the School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework (completed after April 24, 2003) in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
 - (6) As documented on Attachment 2 by the NCLB School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. (The performance assessment shall be conducted by the School Improvement Team and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)
- b. For middle school and other secondary teachers:
- (1) Passage of the MTTC subject area examination for any subject area assignment (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is teaching in grades 7-12. Individuals who hold the old 7-8 "all subjects" designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each

subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), OR

- (2) A graduate degree or coursework that is equivalent to an undergraduate major (thirty semester credit hours) in the teaching field, OR
- (3) Achieve National Board Certification or credentialing in the subjects(s) at an appropriate developmental level(s) that he/she teaches, OR
- (4) As documented on Attachment 1 by the NCLB School Improvement Team, have:
 - (a) at least 3 years of teaching experience at the secondary level and
 - (b) have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for secondary education, OR
- (5) As documented on Attachment 1 by the NCLB School Improvement Team, have:
 - (a) at least 3 years of teaching experience and,
 - (b) before the end of the 2005-06 school year (or alternative date as determined by the USDE or the MDE) complete an individual professional development plan approved by the School Improvement Team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of graduate or undergraduate coursework (completed after April 24, 2003) in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, OR
- (6) As documented on Attachment 2 by the NCLB School Improvement Team, demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. (The performance assessment shall be conducted by the School Improvement Team, and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan,

standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.)

Dated: _____

White Cloud Public Schools

Dated: _____

White Cloud Education Association

ATTACHMENT 1

Michigan Department of Education
OFFICE OF PROFESSIONAL PREPARATION SERVICES
P.O. Box 30008, Lansing, Michigan 48909

HIGH OBJECTIVE UNIFORM STATE-STANDARD OF EVALUATION

**RECORD OF PROFESSIONAL DEVELOPMENT FOR TEACHERS
WHO MUST MEET NCLB HIGHLY QUALIFIED REQUIREMENTS**

GENERAL INSTRUCTIONS:

This document is to be used to determine whether a teacher meets the high objective uniform state-standard of evaluation (HOUSE) as part of the process for identifying a highly qualified teacher (defined in Section 9101 of the No Child Left Behind Act of 2001). Record all professional development activities that are content related and aligned to the district/building school improvement plan for improving student performance. The teacher must also have an individual professional development plan that is approved by the local school improvement team on file with the employing school district. Professional development activities must be within the designated three (3) year time period (September 1, 2003-June 30, 2006) and recorded by date, title, purpose addressed and in hour increments. The form should be submitted to the Superintendent/chief executive officer and kept on file in case of an audit.

THIS FORM SHOULD BE RETAINED BY THE SCHOOL DISTRICT/SCHOOL.
DO NOT RETURN THIS FORM TO THE MICHIGAN DEPARTMENT OF EDUCATION

NAME OF TEACHER: _____ SOCIAL SECURITY #: _____

NAME OF SCHOOL DISTRICT WHERE EMPLOYED: _____

NAME OF BUILDING WHERE ASSIGNED: _____

NUMBER OF YEARS AS A CONTRACTUAL TEACHER: _____ SCHOOL YEAR HIRED: _____

NUMBER OF YEARS WITH CURRENT SCHOOL DISTRICT: _____

CURRENT SCHOOL YEAR: 20____ – 20____

CONTENT SPECIFIC PROFESSIONAL DEVELOPMENT ACTIVITIES

DATE	TITLE/ACTIVITY	PURPOSE ADDRESSED	NUMBER OF HOURS ENGAGED

Signature of Teacher _____ Date _____

Signature of School District Authority _____ Date _____

ATTACHMENT 2:

1. MICHIGAN CONTENT AREA PORTFOLIO GUIDELINES
2. PORTFOLIO ASSESSMENT RECORD (To be completed by the teacher)
3. PORTFOLIO ASSESSMENT REPORT (To be completed by the District School Improvement Team)

MICHIGAN CONTENT AREA PORTFOLIO GUIDELINES

(To be used by the teacher to complete the following individual Portfolio Assessment Record and by the District's School Improvement Team to conduct the performance assessment of the Portfolio Assessment Record.)

The following guidelines are developed as a high objective uniform state standard of evaluation (HOUSSE) designed to award teachers for their years of teaching, professional development and service to the profession. If a teacher does not meet the highly qualified requirements for each endorsement based on academic college coursework or National Board Certification, the portfolio assessment acts as an alternative means to demonstrate the federally mandated content requirements.

The School Improvement Team must determine the teacher's subject matter content competency based on these Michigan portfolio guidelines. The teacher must demonstrate competency in at least two of the following categories:

1. Years of successful teaching experience based on evaluations completed pursuant to the Agreement. The review must be based on a maximum of the most recent five years of successful teaching experience as evidenced by the written evaluations. Teaching experience must be in the endorsement/subject area.
2. College level coursework in the content area. Must be content specific to the endorsement. General education courses should not be considered.
3. Content specific professional development activities. Must be content specific to the endorsement and may include, but not limited to, the following activities:
 - Served on a committee that developed, selected or evaluated content standards
 - Served on a committee that aligned local content standards with state standards
 - Served on a committee to develop, validate or evaluate content assessments
 - Participation at local, regional, or state professional development seminars or workshops
 - Completion of the portfolio assessment for National Board Certification
 - Participation in an action research group/STUDY
 - Served on a National Board for Professional Teaching Standards assessment development team or standards development committee
4. Service to the content area. Must be content specific to the endorsement and may include, but not limited to, the following activities:
 - Served as a Department chair or team leader
 - Served as a Mentor teacher
 - Served as a cooperating teacher for student teacher
 - Served as an officer in a regional, state, or national professional content organization
 - Served as a content instructor at an institution of higher education
 - Served as a recognized content specialist at the district level
 - Served as a National Board for Professional Teaching Standards assessor
 - Served as a pilot tester for a National Board for Professional Teaching Standards Certificate
 - Contributed a content based entry to a professional publication (newsletter, newspaper, magazine, white paper).

PORTFOLIO ASSESSMENT RECORD

To be completed by the teacher and submitted to the District School Improvement Team. Complete a separate form for each subject area performance to be assessed as meeting the "highly qualified" standard.

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: (____) _____ School Phone: (____) _____

E-mail: _____

I hold at least a bachelor's degree from _____, an approved teacher preparation institution.

I hold a valid Michigan teaching certificate. Indicate below the type of certificate you hold.

- | | |
|-------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Provisional Certificate | <input type="checkbox"/> Temporary Vocational Authorization |
| <input type="checkbox"/> Professional Education Certificate | <input type="checkbox"/> Occupational Education Certificate |
| <input type="checkbox"/> Permanent Certificate | <input type="checkbox"/> Full Vocational Authorization |
| <input type="checkbox"/> Continuing Certificate | <input type="checkbox"/> Other |
| <input type="checkbox"/> Life Certificate | |

If other, please give specific name of certificate _____

My Michigan certificate is: Elementary Secondary

Endorsements on my certificate are (please list):

I demonstrate my competence in _____ as follows:
(subject area)

Teaching Experience
I have 1 year 2 years 3 years 4 years 5 years
of successful teaching experience in this subject area.

Points: 10 points x years of successful experience (maximum of 5 years)

Total Points _____

College Level Coursework in the Content Area

List the courses and number of semester hours.

(Courses may have been completed as a planned program or separate coursework at any time, undergraduate or graduate.) Include a brief description of course content emphasizing this subject area, if needed. Use additional pages as necessary.

Points: 10 points x the number of semester hours of coursework in subject area

Total Points _____

Content Specific Professional Development Activities

List content specific professional development activities and the year you participated in the activity. Include a brief description of the activity's emphasis on the subject content, if needed. Use additional pages as necessary.

Points: 10 points per year per documented activity

Total Points _____

Service to the Content Area

List content specific service and the year in which you fulfilled the service Include a brief description of the service emphasizing the subject content, if needed. Use additional pages as necessary.

Points: 10 points per year per documented activity

Total Points _____

Grand Total Points _____

(100 points or more = highly qualified teacher in this subject)

Signature of Teacher _____

PORTFOLIO ASSESSMENT REPORT

Full Name as it appears on the Michigan Teaching Certificate

Content Area

Social Security Number

Home Telephone #

Current Home Address

City

State

Zip

Place of Employment (District)

Building

I hereby certify that the above-mentioned teacher has successfully met a portfolio assessment of competence for the content area stated above and has been deemed to be a highly qualified teacher as defined in the federal legislation, *No Child Left Behind*.

Signature of Teacher

Signature of professional development teacher/school improvement team

Misrepresentation or falsification of information may result in
suspension or revocation of the teaching certificate.

PLEASE SUBMIT THIS FORM TO YOUR LOCAL DISTRICT, ISD, OR PSA SUPERINTENDENT OR CHIEF ADMINISTRATOR BY JUNE 30, 2006.

Mandated by Federal *No Child Left Behind* Legislation

White Cloud Public Schools

Staff Acceptable Use Policy

Governing Instructional Computing Resources

This document describes the policies and guidelines for the use of White Cloud Public Schools instructional computing resources and exists to ensure that all users of WCPS instructional computing resources are aware of and understand their responsibilities when accessing and using these resources. WCPS reserves the right to update or alter this agreement at any time. Such revisions may substantially alter access to WCPS instructional computing resources. WCPS instructional computing resources include any computer, software, or transmission system that is owned, operated or leased by WCPS.

Users working within the guidelines of this Acceptable Use Policy will receive the maximum benefits of the WCPS instructional computing resources. Each user of the WCPS instructional computing resources shall read the following Acceptable Use Policy, and sign the Acceptable Use Policy Declaration Form prior to accessing and using WCPS instructional computing resources.

1.0 Conditions For Use

1.1 Policy

WCPS instructional computing resources are intended for WCPS approved or sponsored activities. Any activity that is not listed here, which violates local, state or federal laws, is considered a violation of the WCPS Acceptable Use Policy.

- **Users may** use WCPS instructional resources in the facilitation of education.
- **Users may** access Internet and other outside resources in the facilitation of education.
- **Users may** use WCPS instructional computing resources during appropriate times for personal use per the guidelines below.
- **Users shall not** use WCPS instructional computing resources for any illegal purpose. Transmission of any material in violation of any federal or state regulation or local ordinances is prohibited.
- **Users shall not** upload, download, transmit or post copyrighted software or copyrighted materials, materials protected by trade secrets or other protections using WCPS computer resources. Users shall follow all copyright statutes, rules, and regulations.
- **Users shall not** upload, download, transmit, post, or print material that is obscene or defamatory or which is intended to harass or intimidate another person or has that effect, to a WCPS owned computing resource. This includes the intentional use of WCPS instructional computing resources to distribute “spam” mail, chain e-mail, or intentional distribution of viruses or other destructive content.
- **Users shall not** upload, download, transmit or post material that is intended to operate a personal for profit business
- **Users shall not** install any software on WCPS instructional computing resources without prior permission from the WCPS Technology Department.

1.2 Monitoring

WCPS reserves the right to review any material transmitted using WCPS instructional computing resources or posted to a WCPS instructional computing resource to determine the appropriateness of such material. WCPS may review this material at any time, with or without notice. E-mail transmitted via WCPS instructional computing resources is not private and may be monitored.

1.3 Network Etiquette

All users of WCPS instructional computing resources are expected to follow generally accepted rules of network etiquette or netiquette. There are many web sites containing netiquette rules, and links below are two such sites, for your review. Remember: never send anything in e-mail that you wouldn't say in person, or that you wouldn't mind seeing published in a newspaper.

- <http://www.leeds.ac.uk/ucs/rules/etiquette.html>
- <http://www.fau.edu/netiquette/net/index.html>

1.4 Security

Security of WCPS instructional computing resources is a high priority. Users must abide by the following security rules:

- **Users shall not** attempt in any way to compromise the security of WCPS instructional computing resources.
- **Users shall not** attempt to gain access to other user's accounts.
- **Users shall not** attempt to cause damage to any WCPS instructional computing resource.
- **Users shall not** disconnect, relocate, or abuse WCPS instructional computing resources in any way without prior permission from the WCPS Technology Department.
- **User shall not** share his/her User ID or password with anyone, or leave his/her password written where others could easily find it, or send his/her username and password via unencrypted e-mail. A user is responsible to maintain the security of his/her username and password. Unauthorized use of the username and/or password should be immediately reported to the technology department.
- Do change your password(s) frequently, at least once per semester or course is encouraged. Your password will expire every 90 days.

2.0 WCPS Content Filtering Policy

The Internet is a wide open environment that contains many helpful educational resources, but also many documents, images, and files that may not be suitable for the workplace. To comply with CIPA (Children's Internet Protection Act) and to help deal with concerns about accessing inappropriate materials WCPS utilizes a "Technology Protection Measure." A Technology Protection Measure is a specific technology that blocks or filters Internet access. It protects against access by adults and minors to visual depictions that are obscene, child pornography, or (with respect to use of computers with Internet access by minors) harmful to minors. While WCPS employees a Technology Protection Measure it is impossible for White Cloud Public Schools to restrict access to all controversial materials.

3.0 WCPS Indemnification Provision

WCPS assumes no responsibility for information obtained via the Internet, which may be illegal, defamatory, inaccurate or offensive. WCPS assumes no responsibility for any damages

Staff Acceptable Use Policy Declaration Form

Staff Member

I have read, and understand and will abide by White Cloud Public Schools Staff Acceptable Use Policy Governing Instructional Computing Resources. I further understand that any violation of the above may result in disciplinary action and my access privileges may be revoked.

Signature

Date

Printed Name

Building

**Letter of Agreement
White Cloud Board of Education
and the
White Cloud Education Association**

RE: Extra Duty opportunity

In consideration of the wage freeze that was agreed for the 2005-06 school year, the parties hereby agree that beginning with the 2006-07 school year the district shall offer extra duty opportunities under the following guidelines.

The District shall annually offer a minimum of twelve (12) extra opportunities for teachers to apply for (exception to this rule is cited below).

At the beginning of each school year (by September 15 each year) teachers shall be notified of the availability of extra duty opportunities outlined herein. The posting for these positions shall remain open for ten (10) work days. The most senior applicants will be awarded extra duty contracts until all positions are filled or there are no more available positions.

Each assignment will be developed with mutual agreement of the teacher and superintendent and the specifics of each assignment will also be mutually developed between the teacher and the superintendent with the understanding that the work assigned must meet the needs of the district for the allocated time period. The most senior applicant will be the first teacher awarded a mutually agreeable position and the next senior teacher will be then be awarded a mutually agreeable position, etc.

The job assignments will be developed based on 36 hours of work (with the understanding that the annual available hours may be adjusted as outlined below) with expectation that all work will be completed in a timely manner and no later than June 20 of the school year assigned. Payment shall be made upon completion of the work, but no later than June 30 of the school year the work is completed.

The work scheduled will be paid at the contractual per diem hourly rate published for the school year of the assignment.

Once that a teacher is awarded a position the teacher will be eligible to continue in the program for no more than three additional years (total four times in a career), provided the program continues for that length of time (see the program reduction provisions below). The superintendent can extend this limitation by one year. Seniority will continue to be the determiner even for continuing applicants.

Any teacher who does not complete the assigned work will forfeit the pay for the position and pay will be prorated for the amount of actual work completed.

The parties agree that the extra duty work here shall consist of activities that are not currently Schedule B positions. Prior to posting of the positions an annual work assignments list will be determined by the administration in consultation with the WCEA president or designee(s) and with the understanding that this list is a sample of the types of work available that year and with the understanding that the superintendent and the teacher may mutually agree to other work that is not on the list. A sample list follows:

Staff for after school credit recovery program
Curriculum alignment / assessment development
Coordinator for Elementary reading night
Coordinator for the Community Wellness Health Fair
Fitness Day coordinator
Medicaid Form coordinator and facilitator
District grant writer and coordinator
District professional development coordinator(s)
Lead teacher – liaison (per agreed job description)
..... etc.

This agreement shall begin with the 2006-07 school year and will be in effect until such time as the parties negotiate an alternative provision or until such time as the parties agree to wage increases that make-up for salary schedule impact of the lost 2005-06 wage increase. Beginning with the 2008-09 school year this wage reinstatement shall be determined by deducting the average annual Newaygo county teacher* (*Fremont, Grant, Hesperia, Newaygo, Newaygo RESA) salary base schedule rate of increase from the annual base salary rate increase that is applied to the White Cloud teacher schedule. Any positive difference will be considered reinstatement of all or part of the 2005-06 wage freeze. The adjustment of the Extra Duty opportunity shall be done through adjustment of the available hours for the Extra Duty opportunity. The available hours for extra duty work will be reduced by 4.5 hours for each positive one-quarter percent difference in the wage increase. (Example: assume the 2008-09 county average increase is 1.75 % - assume White Cloud teacher 2008-09 salary schedule base increases by 2%. The net difference is 0.25%. The next year's – 2009-2010 extra duty opportunity will be adjusted so as to offer 31.5 hours of extra duty work to the eligible teachers.)

Further the parties agree: Beginning with the 2008-09 school year the district may temporarily reduce the number of positions being offered to at least six positions if the district has run a deficit budget for two of the previous three years and if the district's fund equity / fund balance (reserved and unreserved) is less than 6% of the previous school year's total expenditures. The district can choose to continue this reduced program until such time as the fund balance (reserved and unreserved) exceeds 7.5% of the previous year's total expenditures (per the annual audit)

This action shall not be precedent setting, nor shall it bind the parties to similar actions in the future.

Date _____

White Cloud Public Schools

Date _____

White Cloud Education Association

**Letter of Agreement
White Cloud Board of Education
and the
White Cloud Education Association**

Subject: Evaluation Process compliance with Statute 1249

The parties agree to this letter of agreement to address the development of contract language to bring the contract in compliance with current statutory requirements.

A committee of teachers (selected by the WCEA) and administrators (selected by the Superintendent) will:

- 1.) Review of the current process in light of the requirements of Michigan Law
- 2.) Review of best practices
- 3.) Develop a recommendation for modification of the present evaluation process to bring it into compliance with the statute
- 4.) Submit recommendation to the bargaining teams
- 5.) Negotiation and ratification of a revised/updated evaluation process by September 1, 2011.
- 6.) Review of process and outcomes at the end of 2011-12 with appropriate mutually agreed modifications developed between the parties.

Date _____

White Cloud Public Schools

Date _____

White Cloud Education Association

**Letter of Agreement
White Cloud Board of Education
and the
White Cloud Education Association**

Subject: Tuition Reimbursement Freeze 2010-12

The parties agree to the following temporary changes to the contractual tuition reimbursement provisions:

A freeze on tuition reimbursement referred to in Article XII D. for the remainder of this year and next (applies to all course work begun after Feb 1 or any course work not already approved), subject to administrative approval in hardship or extenuating circumstances.

This Letter of Agreement will Sunset and the parties will return to current contract language at the end of the 2011-12 school year unless the parties mutually agree to an extension of this Letter of Agreement.

Date _____
_____ White Cloud Public Schools

Date _____
_____ White Cloud Education Association

**Letter of Agreement
White Cloud Board of Education
and the
White Cloud Education Association**

Subject: Professional Development funds per section XIV C. for 2010-12

As settlement for this agreement the parties agree to the following:

Freeze Professional Development fund expenditures referred to in Article XIV. C. for the remainder of this year (2010-11 and next 2011-2012). (This letter applies to all Professional Development not already approved, subject to administrative approval in hardship or extenuating circumstances)

This Letter of Agreement will Sunset and expire upon the expiration of the contract or upon the end of the 2011-12 school year and the parties will return to current contract language at the end of the 2011-12 school year unless the parties mutually agree to an extension of this Letter of Agreement.

Date _____
_____ White Cloud Public Schools

Date _____
_____ White Cloud Education Association

**Letter of Agreement
Between the
White Cloud Board of Education
And the
White Cloud Education Association**

Subject: Unenforceable Contract Provisions

The parties agree that the Current Bargaining Agreement (Article XII, C.) recognizes and provides remedy for contractual provisions that may be found contrary to law.

In light of the recent adoption of 2011 Public Acts 100-103 the Parties agree that provisions of the CBA that conflict with 2011 Public Acts 100, 101, 102, and 103 do not apply to teachers covered by the Teacher Tenure Act. These provisions will continue to apply to members of the bargaining unit not covered by the Teacher Tenure Act. As provided in the CBA Article XII, C. any specific current contract language that is addressed by the legislation and is found contrary to the law the parties hereby agree shall be considered currently unenforceable* language under the CBA (*depending upon the language being considered) as applied to bargaining unit members covered by the Teacher Tenure Act.

The parties also agree that provisions of the CBA that conflict with 2011 Public Act 103 (PERA additional prohibited subjects) do not apply to all members of the bargaining unit unless the law changes (e.g. by court decision or legislative changes) in which case those provisions will once again apply."

As provided in the CBA Article XII, C. the parties agree that only the specific CBA provisions found contrary to law shall be considered unenforceable, all other provisions and applications of the CBA shall remain enforceable until such time as the parties agree otherwise.

The issues and topics that may impact current CBA provisions addressed by Public Acts 103 and that may cause CBA provisions to be considered unenforceable in whole or part include provisions dealing with: the assignment of teachers as related to reduction of force or recalls from reduction of force; the performance evaluation system for teachers and the decisions regarding the content of a performance evaluation system for teachers (including probationary period, format and number of observations); the discipline and discharge of teachers covered by the Tenure Act; and pay for performance for teachers. (note: this listing is for reference only and is not intended to be all inclusive, the specific provisions and references shall be identified as cited in the statute and subsequent court and legislative decisions.)

The parties further acknowledge that the enforceability of the language addressed above, in part or whole could change during the term of a successor collective bargaining agreement, either through litigation challenging the legislation or legislative changes. In which case the applicable provisions will once again apply as determined by the court decision or legislative change(s).

For the District

For the WCEA

Date

Date