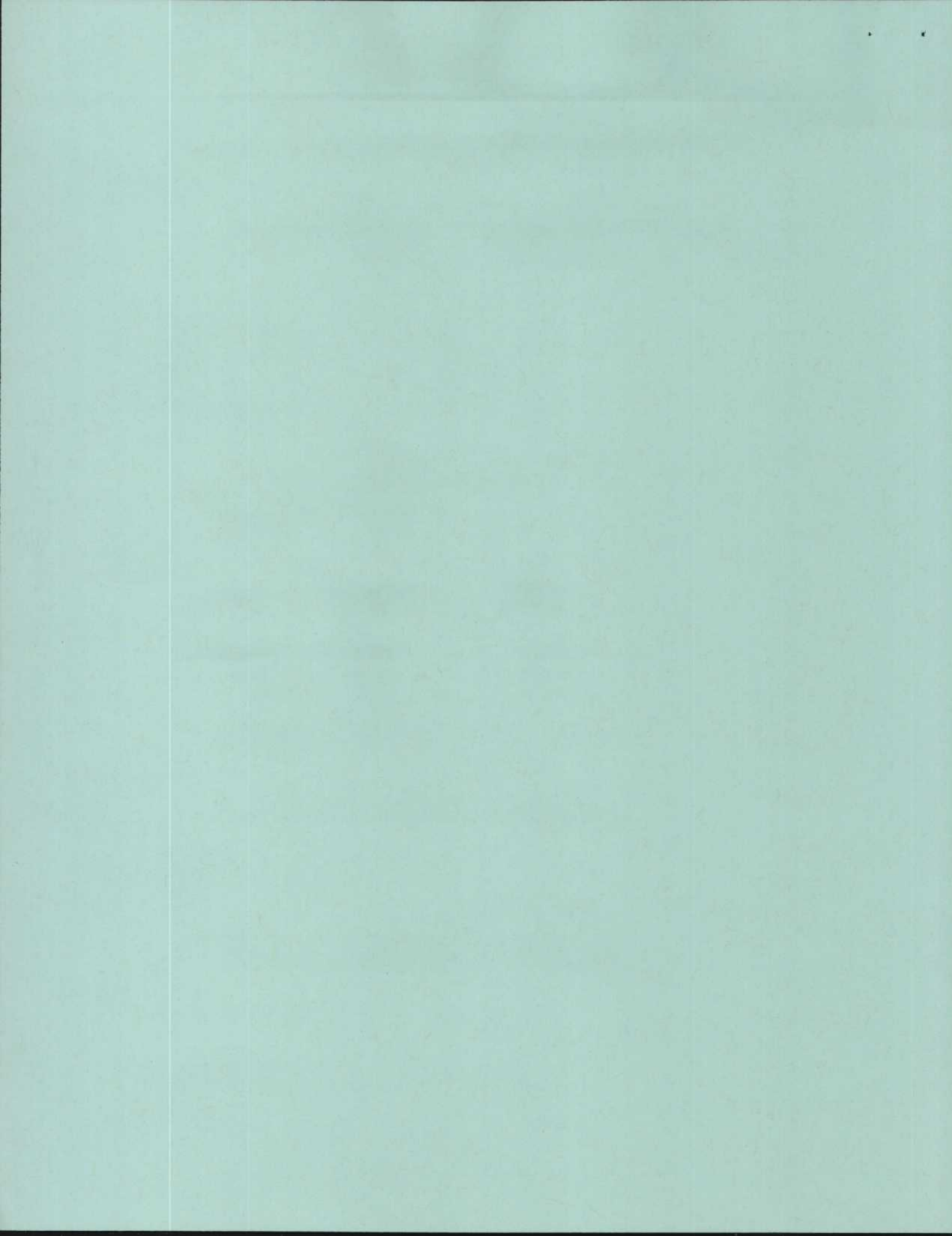


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8/95

MASTER CONTRACT
between
WHITE CLOUD EDUCATION ASSOCIATION
and
WHITE CLOUD BOARD OF EDUCATION
for the years
1993-1995

White Cloud Public Schools



MASTER CONTRACT

This Agreement is entered into this ____ day of _____, 1993, by and between the Board of Education of the district of White Cloud, Michigan, hereinafter called the "Board," and White Cloud Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to memorialize,

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

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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 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 may have under the Michigan General School Laws or applicable Civil Service 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 in conformance with the Constitution and laws of the United States.

- 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 (31) days from the date of commencement of professional duties or July 1, 1990, whichever is later, 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. Such sum shall be deducted as dues from the regular salaries of all member teachers and remitted not less frequently than monthly to the Association.

The service fee shall not exceed the amount of 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. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between bargaining unit members.

G. Bargaining unit members may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. 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. The Association agrees, upon request, to defend the employer, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the collective agreement, and to indemnify the employer, its officers, agents or employees for any costs or damages which may be assessed against all or any of them regarding this Article of the collective agreement, provided, however, that:

- (1) Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the employer, its officers, employees, or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement.
- (2) The Association has the right to choose the legal counsel to defend any such suit or action after consultation with the employer.
- (3) If the employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the employer, does represent the employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

- (4) The Association, in defense of any such suit, after consultation with the employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
- (5) The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the employer, its officers, employees or agents under this section after consultation with the employer.
- 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. Payroll deduction shall be prorated over twenty (20) pay periods of the academic year.
- 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 1/20th of such dues from the regular salary check of the bargaining unit member each paycheck for the duration of this contract.
- 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 provisions 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.

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. As a duly elected body exercising governmental power under color and law of the state of Michigan, the Board undertakes and 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 of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board; or his 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. 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 therefor. 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. 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.
- F. At the beginning of every school year, the Association shall be credited with seven (7) 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.

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. Such salary schedules shall remain in effect during the 1993-1994 and 1994-1995 school years.
- B. The school year shall consist of 180 instruction days, one preschool conference day for all teachers, one-half day additional preschool conference for teachers new to the district.

Teachers will not be required to report to work on days when school is closed because of weather conditions. Scheduled days 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 of 180 "days of student instruction" as defined by both the state Board of Education and the state School Aid Act. Teachers will receive their regular pay for days that are cancelled 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 rescheduled day worked and one (1) additional sick leave day on the sixth rescheduled day worked. 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 lost days of instruction, due to the above conditions, shall not be rescheduled if the district will otherwise receive full state aid for the cancelled day and is otherwise in compliance with Department of Education regulations.

The employment calendar of the school year 1993-95 is 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 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 administration, for military service and work experience outside the teaching assignment. Such consideration shall be limited as follows: Military service -- 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 183 workdays, he shall be paid at the per diem rate. Per diem shall be defined as the teacher's salary, excluding any extra duty (Schedule B) compensation, divided by 183.
- H. Any teacher may choose to receive his/her compensation for Schedule A in twenty (20) 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.
- The first pay date shall not be later than the third Friday in September; 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. Summer checks will be issued in the pay period following the last unscheduled day of school.
- 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 sum(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).

ARTICLE IV

TEACHING HOURS

- A. The daily schedule for teachers in the White Cloud system shall be as follows:
- (1) Elementary teachers (K-4) will not be required to arrive in their assigned building prior to 8:05 a.m. and will report to their classrooms not later than ten (10) minutes before classes are to begin. The teacher workday will not be longer than six (6) hours and fifty (50) minutes, including thirty-five (35) continuous minutes of duty-free lunch period, except in the event of inclement weather when certain inside responsibilities may be assigned by the building principal. Elementary teachers (K-4) will be provided a fifteen (15) minute preparation time in the a.m. and p.m. per day, during the student day, and an additional twenty (20) minutes of preparation time per day. Teacher dismissal time will be 2:55 p.m.
 - (2) Middle school teachers (5-8) will not be required to arrive in their assigned building until 8:10 a.m. and will report to their classrooms not later than ten (10) minutes before classes are to begin. The teacher workday will not be longer than six (6) hours and fifty (50) minutes, including thirty-five (35) continuous minutes of duty-free lunch period. Teachers shall provide up to six (6) periods of pupil contact and an additional one preparation period. Middle school teachers shall have a fifteen (15) minute team preparation period per day in addition to their regular preparation period. Teacher dismissal time will be 3:00 p.m.
 - (3) An "hour" in grades K-8 shall be an instruction period of not less than thirty (30) minutes nor more than seventy-five (75) minutes.
 - (4) High school teachers (9-12) will not be required to arrive in their assigned building prior to 8:15 a.m. and will report to their classrooms not later than ten (10) minutes before classes are to begin. The teacher workday will not be longer than six (6) hours and fifty (50) minutes, including thirty-five (35) continuous minutes of duty-free lunch period. Grades 9-12 will consist of five periods of pupil contact and one preparation period. An "hour" or instructional period shall be fifty-four to sixty (54-60) minutes. Teacher dismissal time will be 3:05 p.m.
 - (5) 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.
 - (6) 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.

(7) Permission to leave earlier may be granted by the building principal.

- B. 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.
- C. Teachers will not be required to sell tickets at athletic contests. If requested, teachers may agree to assume the extra duty of supervising lunch room and recess duties and will be compensated at the rate of Twenty Dollars (\$20) per hour. This rate shall also be applicable when elementary teachers are assigned inside responsibilities during inclement weather.
- D. Assemblies called by the building principals will be considered a class period.
- E. 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. Teachers shall remain within school facilities during their preparation period unless otherwise specifically excused in advance by the building principal.

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 fourth (4th) Friday after Labor Day.
 - (2) 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 \$6.25 per day.
 - (b) The above stipend shall be prorated on the basis of an instructional hour as set forth in Article IV.
 - (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) The total number of students a teacher in grades 5-8 is responsible for teaching shall be determined by adding class rosters for all periods taught during the school day, based on six (6) teaching periods. Whenever a teacher has 27 students and the daily load exceeds 155 students, he/she shall be reimbursed for the 27th student and each additional student at a rate of \$1.25 per student per hour. A teacher may have from 27-31 students in any one hour

without compensation if his/her load does not exceed 155. For each student over 31, the teacher shall be compensated -- regardless of total student load.

- (3) Special Education classes shall comply with the rules and regulations established by the Special Education Code and the state Department of Education.

If any bargaining unit member, in writing, advises the employer of a reasonable basis to believe problems exist in the implementation of a handicapped student's current IEPC which are negatively impacting the student's educational progress, and/or impeding learning progress of non-handicap 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. The Board will provide protective clothing of its selection for the teachers of industrial arts, 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. A teacher shall not be required to drive a school bus as part of his/her regular assignment.
- E. 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.

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.

- F. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for staff use and at least one room, appropriately furnished and smoke-free, which shall be reserved for use as a faculty lounge.
- G. Telephones will be installed in both the high school and elementary faculty rooms for teachers' use in school or related business. A record shall be kept of all toll calls by the person making same in a manner prescribed by the administration.

H. 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 for the existing teachers' organization. Such installation shall be at no expense to the Board.

I. Adequate parking facilities shall be made available to teachers for their use.

K. Professional Study Committee

(1) The Board and the Association shall establish a committee known as the Curriculum Council. The purpose of this Council shall be to cooperate in an ongoing study to formulate recommendations concerning curriculum, curriculum guides and other aspects of reviewing, evaluating and planning curriculum changes.

A suggested order to the task assigned to the Council is as follows:

- I. diagnosis of needs
- II. formulation of objectives
- III. selection of content
- IV. organization of content
- V. selection of learning experience
- VI. organization of learning experience
- VII. determination of what to evaluate and ways and means of accomplishing it

(2) The Council shall be composed of at least one (1) high school staff member, one (1) elementary staff member, two (2) administrators, one (1) Board member and two (2) members of the community who shall serve in an advisory capacity. The chairperson will be selected by the Superintendent.

(3) The Council shall meet at least once a month as scheduled by the chairperson. Additional meetings will be scheduled by the chairperson with a frequency necessary to accomplish the objectives of the committee.

(4) The Council may appoint subcommittees to carry out its responsibilities. Necessary expenditures shall have prior approval by the Superintendent.

(5) The parties agree that the Curriculum Council serves in an advisory, consultative and fact-finding capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

L. School Improvement Programs

The Board and Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach 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.

None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

M. Professional Assignments

Any assignment in addition to the normal teaching schedule during the regular school year, including driver education, extra duties enumerated in Appendix 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 assignments shall be compensated according to the following formula: $MA + 15$ (Step 12) $+ 183 =$ daily rate for full day (half-days will be prorated). The administration shall have the right to select which faculty members will staff this program. Provided, that faculty members who taught in the summer school program in 1986 and who satisfactorily continue to serve in the summer program in successive years (without interruption) shall have the right to continue in that capacity.

- N.** When any program held at administrative direction requires the faculty of either or both the elementary or junior/senior high buildings 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. Faculty meetings shall not extend beyond forty-five (45) minutes after the end of the student day.
- O.** Student health problems and injuries shall be referred to the building principal.

ARTICLE VI

VACANCIES AND TRANSFERS

A. Transfers

- (1) The word "transfers" shall mean a change in:
 - (a) building assignment
 - (b) grade level assignment in grades K-6
 - (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 teacher's position has been eliminated.
 - (b) The performance of the teacher has been unsatisfactory.
 - (c) The teacher is displaced from his/her current assignment in the process of layoff and recall.
 - (d) 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.
 - (e) In the event additions to the curriculum are needed, the administration may fill a subject area assignment by involuntary transfer if no certified and qualified teacher on the staff applies for the position.
 - (f) 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.
 - (g) Where an involuntary transfer is necessary to satisfy accreditation 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.
- (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, postings 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 month of August; and the Board agrees not to fill vacancies in 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, provided that the teacher has obtained the prior written recommendation to do so from his/her building principal. Administrative concurrence for a teacher to make application for a vacancy will not be necessary when a teacher is eligible for recall under subsections (7) and (8) immediately below.
- (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 teacher with less seniority shall not be awarded the position unless his/her qualifications are substantially superior. 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 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 vacancy shall be filled as indicated in subsection (5) above.

- (b) If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.

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 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 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 sixty-two (62) days, shall be granted for reasons stated:
- (1) Personal illness and/or disability.
 - (2) A maximum of five (5) days per school year for illness in the immediate family; the immediate family to be defined as including: mother, father, spouse, son or daughter.
 - (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.

- (4) Attendance at a ceremony awarding a degree 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, 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) A maximum of five (5) days per school year for a death in the immediate family; immediately family includes: mother, father, spouse, son or daughter, brother or sister, 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 fifty (50) 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 thirteen (13) days where an extra sick day is credited due to Act of God days). Such payment will be made at the close of the fiscal year, before July 31. No teacher with an excess of fifty (50) days of sick leave at the effective date of the 1977-78 contract will lose those days except through use.

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.

- (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.
- (4) Time necessary to take the selective service physical examination.

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 shall be granted 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.**
- 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. Leaves of absence may be granted of up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this Agreement.**
- I. Pursuant to Section 1235 of the 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 sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement.

- J. 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.
- K. 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.
- L. 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.
- M. General Leave - An unpaid leave of absence of no more than one (1) year may be granted for other reasons of a general nature.
- N. Unpaid leaves may be extended for more than one (1) year approved by the Board.
- O. All unpaid leaves from Sections H-N shall be at the Board's discretion.
- P. The Board shall consider employment of a term substitute as a replacement for bargaining unit members taking leaves under this Article.
- Q. 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 at 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 the 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.

ARTICLE VIII

PROFESSIONAL EVALUATION

A. Teacher Evaluation

- (1) All monitoring or observation of the 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 Master's Degree in education or related field.
 - (a) 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 administrator will inform the teacher of the week of the formal observation and confer with the teacher as to the times the teacher believes would be appropriate for the 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 tenure 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) 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) No formal rating scales, normed or unnormed, may be used for the evaluation (formal or informal) of a tenure teacher unless the tenure teacher is on a plan of assistance.

Plan of Assistance - When a 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 administration shall have the right to make suggestions for improvement for a teacher.
- (7) All formal observations/evaluations will be reduced to a rough draft, written narrative 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 from the teacher's receipt of the rough draft. 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 advanced to tenure status, offered additional probationary status, 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 therefor 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) Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review which will be done in the presence of an administrator.
- (13) No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank or compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, 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 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) Each probationary teacher shall be administratively assigned to a tenure faculty member who will serve as a teaching coach. The requirement to assign a teaching coach will depend upon the availability of tenure teachers who are willing to volunteer their services. It is understood that the teaching coach shall not function in a formal evaluation role. The Association shall annually (by September 15) provide the administration with a list of teachers wishing to volunteer for this service.

ARTICLE IX

PROTECTION OF TEACHERS:

- A. The Board and the Association recognize that the maintenance of control and discipline in the classroom is a teacher responsibility. The Board 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 will result in disciplinary action.
- C. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel or related specialists, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- D. 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.
- E. 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 all reasonable assistance to the defense of the teacher, provided the teacher's action was in conformance with the existing policy.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher's actions were in conformance with the existing policy.
- 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 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.

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.

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 within 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."
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, he 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. Should alleged grievances occur during summer months, the grievance shall be initiated no later than ten (10) working days after the beginning of the school year.
- 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.
 - (1) The arbitrator shall have no power to rule upon placement on third-year probation or non-renewal of probationary teachers.
- 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. 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 before 10:00 p.m. the evening before the absence or by 7:00 a.m. the morning of the absence to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- (1) Teachers who agree to substitute for another teacher during their regular preparation period shall be paid at the rate of twenty dollars (\$20) per teaching period. Said teacher shall also have the option to refuse to substitute without personal or professional penalty. The teacher may choose any of the following options for payment:
- (a) Receive twenty dollars (\$20) per period each instance of substituting to be included in their regular paycheck.
- (b) Receive twenty dollars (\$20) per period for each instance of substituting to be paid in a lump sum payment to be included with summer checks.
- (2) Teachers may volunteer to cover another teacher's class during their prep period with administrative approval.
- B. 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.
- C. 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.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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.
- E. The Board will reimburse professional employees for one hundred percent (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 as being relevant to the teaching assignment, or to the completion of the course requirements for a Master's Degree 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%

- F. Rules and regulations regarding discipline shall be distributed to students, teachers and parents at the commencement of each school year.
- G. 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.
- H. No teacher shall receive, accept or request any monetary or non-monetary consideration for ordering or using any product, textbook or school-related material.

ARTICLE XIII

LAYOFF AND RECALL

A. No teacher shall be laid off unless there is a reduction in the total number of students in the district or there is substantial evidence of insufficient operating revenues in this district. 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 the 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.

(2) Payment of contracted duties performed prior to the effective date of layoff shall be made on the per diem basis defined as the contracted compensation divided by 183.

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 standards 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) 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 secondary certificate with a major, minor or twelve (12) semester hours in the discipline.

OR

- (c) A middle school endorsement.

OR

- (d) Successful teaching experience in the subject area in the White Cloud Public Schools in grades 7-8.

- (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.

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 prior to June 30, 1981 shall be as established in the random drawing held March 19, 1981 for those with common dates, and as listed on the March 19, 1981 seniority list for those without common dates. Last date of hire for all teachers hired after March 19, 1981 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 fees 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
- C. The Board agrees to budget at least \$2,000 per year for the duration of the contract for the purpose of funding regular education teacher attendance at administratively approved professional conferences.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of _____, 1993 and shall be continuously in effect for a period of two (2) years ending _____, 1995, 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

WHICH CLOUD EDUCATION ASSOCIATION

By _____
Board President

By _____
WCEA President

Dated: _____, 1993

Dated: _____, 1993

By _____
Board Secretary

By _____
Chief Negotiator

Dated: _____, 1993

Dated: _____, 1993

By _____
Superintendent

Dated: _____, 1993

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SCHEDULE A - SALARY SCHEDULE

1993-94 school year based on 4.5% increase

	BA	BA +	BA 36/MA	MA + 15	
1	\$ 24,955.	\$ 25,705.	\$ 27,455.	\$ 28,204.	
2	26,328.	27,118.	28,963.	29,753.	
3	27,702.	28,533.	30,474.	31,303.	
4	29,073.	29,948.	31,980.	32,856.	
5	30,446.	31,207.	33,493.	34,405.	
6	31,819.	32,771.	35,004.	35,956.	
7	33,193.	34,189.	36,513.	37,509.	
8	34,564.	35,601.	38,021.	39,063.	
9	35,938.	37,015.	39,532.	40,610.	
10	37,303.	38,429.	41,044.	42,162.	
11	38,684.	39,842.	42,553.	43,714.	
12	40,053.	41,256.	44,061.	45,262.	
15-19th	1,202.	1,238.	1,322.	1,358.	3 %
20-24th	1,602.	1,650.	1,762.	1,810.	4 %
25th and above	2,003.	2,063.	2,203.	2,263.	5 %

BA 36 SCHEDULE Only administratively approved college credits earned after August 21, 1990, will be counted to qualify for a BA-36. Any college credits earned up to 18 hours, prior to August 21, 1990, shall be counted towards the BA-36 column.

LONGEVITY PAY Those teachers with 15 or more years of teaching experience, including initial years of credit given at hiring plus actual years in White Cloud, shall receive annual sums in addition to their salary according to the schedule above. Such sums shall be paid at the close of the students' school year.

EXTRA PAY FOR EACH YEAR:

- A. Those teachers in grades 9-12 who teach six (6) classes with three (3) or fewer different preparations shall receive an additional 1/9th of their annual salary.
- B. Those teachers in grades 9-12 who teach six (6) classes with four (4) or more preparations shall receive an additional 1/7th of their annual salary.
- C. Those teachers in grades 5-8 who teach seven (7) classes with three (3) or fewer different preparations shall receive an additional 1/9th of their annual salary.
- D. Those teachers in grades 5-8 who teach seven (7) classes with four (4) or more different preparations shall receive an additional 1/7th of their annual salary.

SCHEDULE A - SALARY SCHEDULE

1994-95 school year based on 3% increase

	BA	BA +	BA 36/MA	MA + 15	
1.	\$ 25,704.	\$ 26,476.	\$ 28,279.	\$ 29,050.	
2.	27,118.	27,932.	29,832.	30,646.	
3.	28,533.	29,389.	31,388.	32,242.	
4.	29,945.	30,846.	32,939.	33,842.	
5.	31,359.	32,143.	34,498.	35,437.	
6.	32,774.	33,754.	36,054.	37,035.	
7.	34,189.	35,215.	37,608.	38,634.	
8.	35,601.	36,669.	39,162.	40,235.	
9.	37,016.	38,125.	40,718.	41,828.	
10.	38,422.	39,582.	42,275.	43,427.	
11.	39,845.	41,037.	43,830.	45,025.	
12.	41,255.	42,494.	45,383.	46,620.	
15th-19th	1,650.	1,700.	1,815.	1,865.	4%
20th-24th	2,063.	2,125.	2,269.	2,331.	5%
25th and above	2,475.	2550.	2,723.	2,797.	6%

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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 ninety-one (91) or more days in a regular school year. A one-half step will be given if the teacher instructs at least sixty (60) days but less than ninety-one (91) 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 provisions 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: MESSA SuperCare I (with MESSA-Care Rider-BCBS)
Delta Dental Plan (80:80:80 - \$2,100) (\$1,500 maximum benefits Class I & II)
VSP 2
Long-Term Disability, Plan II (60% to \$2,500 max. monthly - 90-day wait)
\$20,000 Term Life (with AD & D)
- (2) Plan B: Delta Dental Plan (80:80:80 - \$2,100) (\$1,500 maximum benefits Class I & II)
VSP 2
Long-Term Disability, Plan II (60% to \$2,500 max. monthly - 90-day wait)
\$20,000 Term Life (with AD & D)
\$100 per month for non-taxable MESSA-MEFSA options

Teachers hired for less than a full-time position shall have fringe benefits prorated. Said teacher shall be offered the choice of MESSA PK Plan A or B per Schedule A, Section B(1) and (2).

- (3) Teachers who retire from service in the White Cloud Public Schools shall receive a lump sum payment equal to one hundred percent (100%) 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 and an additional \$5,000, provided all of the following conditions are met:
 - (a) The teacher must submit his/her written letter of resignation at least ninety (90) days prior to the close of the school academic year. If a teacher elects to retire in the middle of a school academic year, his/her resignation must be submitted ninety (90) days prior to his/her last teaching day.

- (b) The teacher meets the criteria for retirement as spelled out by the Michigan Public School Employees Retirement System.
- (c) The teacher has had twelve (12) or more years of experience in the White Cloud Public Schools system at the time of his/her retirement.

The 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) of 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 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 teacher's last day of service.

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

- (4) After five (5) years of service in the White Cloud Public Schools system, a teacher shall be paid fifty percent (50%) of 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. 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 full-family MESSA SuperCare I health insurance shall continue uninterrupted throughout the period of disability, but not more than one (1) year from the beginning of the disability.

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- (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 policyholder. 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.

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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 is equal to the number of years of experience that the person has had in that activity. A maximum of seven (7) years' credit will be allowed in any activity. Class sponsorship experience is based on the total number of years in any class sponsorship role.

ACTIVITY	INDEX
Instrumental Music	.10
Vocal Music	.10
Yearbook	.05
Elementary Safety Patrol	.03
Drama - Fall & Spring Presentation	.034@
Future Homemakers	.02
Sr. High Student Council Advisor	.04
Jr. High Student Council Advisor	.02
NHS and Jr. NHS	.02
Driver Education (\$20 per hour rate will be effective each year of this contract through _____.)	\$20/hr
High School Librarian - supervision of elementary library	.05
CLASS SPONSOR	
Seniors	.02
Juniors	.025
Sophomores	.015
Freshmen	.015
Middle School	
8th Grade	.01
7th Grade	.01

ATHLETICS	INDEX
Varsity Football	.11
Asst. Varsity Football	.07
Jr. Varsity Football	.07
Asst. Jr. Varsity Football	.055
Varsity Basketball	.11
Jr. Varsity Basketball	.07
9th Grade Basketball	.05
Varsity Volleyball	.11
Jr. Varsity Volleyball	.07
9th Grade Volleyball	.05
Track	.11
Varsity Baseball	.11
Jr. Varsity Baseball	.05
Varsity Softball	.11
Jr. Varsity Softball	.05
Cross Country	.09
Weight Lifting	.07 (annual)
CHEERLEADING:	
Fall Varsity & Jr. Varsity Squads	.045
Winter Varsity & Jr. Varsity Squads (Boys' Basketball)	0.065

JUNIOR HIGH ATHLETICS	INDEX
Basketball	.035
7th & 8th Grade Boys' Track (1 team)	.035
7th & 8th Grade Girls' Track (1 team)	.035
Jr. High Cheerleading	.01
Jr. High Volleyball	.035

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

ACTIVITY - ELEMENTARY	INDEX
Elementary Basketball	.02
6th Grade Camp Director	.01

ACTIVITY	INDEX
Varsity Quiz Bowl	.06
JV Quiz Bowl	.03
Spelling Bee	.02
Knowledge Bowl	.01
OM Coordinator	.02
Young Authors	.02

Bargaining unit members requested by the administration to supervise after school detention (Monday through Friday) and/or Saturday detention will be paid at the rate of twenty dollars (\$20) per hour.

School Improvement Steering Committee:

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

1. Teachers selected to serve on the School Improvement Steering Committee will be compensated under the Schedule B portion of the contract.
2. Compensation will be at the rate of four percent (4%).
3. The Board of Education has the right to select the teachers that serve on the Steering Committee.
4. The Board of Education has the right to determine the number of teachers that will serve on the Steering Committee.
5. It is expressly understood that only Steering Committee members will be compensated. From time to time, other faculty members may be asked to assist Committee members and to do so without compensation.
6. Any Steering Committee member asked by the administration to work on Saturdays or during summer break will be compensated on a per diem basis.

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SCHEDULE C -- PUPIL-TEACHER RATIO

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
- Shop
- Art
- Music
- Keyboarding

These listed classes are limited by teaching stations.

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

	Optimum	Maximum
STUDY HALL All levels elementary through high school	30	40
PHYSICAL EDUCATION Single class (one class in gym) Double Class (two classes in gym)	25 15	40 37
ELEMENTARY Pre-first Kindergarten - 3rd grade 4th grade	15 15 22	25 30 30

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**WHITE CLOUD PUBLIC SCHOOLS
EVALUATION OF COACHING PERFORMANCE**

COACH _____ Assignment _____ Season _____

Evaluator _____ Position _____ Date _____

ATTENTION TO ADMINISTRATIVE DETAILS

Turns forms in on time.
Accepts responsibility for equipment and facilities.
Keeps appropriate team and individual stats and records.

PROFESSIONALISM

Attends meetings when appropriate (league, state, White Cloud).
Displays self-control and maintains a positive profile in dealing with officials, coaches, parents and athletes.
Practices ethical and professional behavior around school and athletes.
Keeps coach-athlete relationships in the proper perspective.

CONCERN FOR ATHLETES?

(TEACHING OF VALUES?)

Is concerned with participant individual outcomes rather than the coach's personal won/lost record.
Respects and enforces the letter and intent of all rules and regulations, sportsmanship codes, etc.
Works with athletes to develop appropriate team and individual goals.
Works hard as a coach.

PRACTICE ORGANIZATION

Provides athletes with a written practice schedule.
Practices begin and end on time.
Uses time meaningfully and productively.
Athletes are kept busy.
Time is spent on both team and individual development.
Length of time spent on drills seems appropriate.

THE COACH AS A TEACHER

Knowledge of fundamentals.
Ability to relate to athletes.
Use of appropriate drills.
Is thorough and precise in the teaching of skills.

CARE AND PREVENTION OF INJURIES

Provides supervision of locker room and practice areas.
Instructs athletes of the importance of cleanliness and proper dress and safety equipment.
Athletes are taught appropriate warm-up procedures.
Has basic knowledge in the areas of athletic training and first aid.

COACHING EFFECTIVENESS

- Ability to adjust to own team's strengths and weaknesses.
- Team preparation.
- Knowledge of the sport.
- Enthusiasm.
- Ability to motivate team and athletes.
- Ability to adjust to opponents' strengths and weaknesses.
- Ability to adjust in game situations.

PROFESSIONAL GROWTH

- Attends professional clinics.
- Accepts and utilizes criticism from appropriate sources.
- Reads current coaching articles and books.
- Makes continued efforts to improve coaching ability.

LIST AREAS OF STRENGTH

LIST AREAS OF WEAKNESS

ADDITIONAL COMMENTS

EVALUATION SUMMARY AND RECOMMENDATIONS

Evaluator _____

Date _____

Coach _____

Date _____

*If requested, coach's statements are to be included on reverse side.

PROFESSIONAL GROWTH

In the space provided, list the things that you have done in the time since your last evaluation that have helped in your professional growth as a coach. List such things as clinics attended, college classes taken, one-on-one learning sessions with other coaches, etc.

