

AGREEMENT BETWEEN

THE WHITE PIGEON COMMUNITY SCHOOL DISTRICT

AND

THE WHITE PIGEON EDUCATION ASSOCIATION (SMEA)

1990-93

White Pigeon Community Schools

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INTRODUCTION

This Agreement entered into this 16th day of August, 1990, by and between the Board of Education of the White Pigeon Community School District, White Pigeon, Michigan, hereinafter called the "Board", and the White Pigeon Education Association (SMEA) hereinafter called the "Association". All references to the White Pigeon School District hereinafter shall be written "District" or "Board".

TERMS OF AGREEMENT

This Agreement shall be effective as of the 16th day of August, 1990, and shall continue in effect until the 15th day of August, 1993.

If any provision or application of this Agreement shall be found contrary to law, such provision or application shall be invalid, except to its lawful extent. All other provisions or applications shall continue in force.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE 1

RECOGNITION

- A. Pursuant to Act 336, Public Acts of 1947, as amended, the Board recognizes the Association as the exclusive bargaining agent for the bargaining unit defined as follows: all certified teaching personnel, including personnel on tenure and probation, guidance counselors, and librarians, whether or not assigned to a public school building, but excluding supervisors, clerical employees, substitutes not regularly scheduled to teach, and all other employees. Hereinafter said members of the bargaining unit shall be designated "teachers".
- B. The Board agrees not to negotiate with any individual teachers or groups of teachers, or teachers' organization other than the Association for the duration of this Agreement.
- C. Agency Shop. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues, minus political fees. In the event a teacher shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board shall immediately cause termination of employment of such teacher in accordance with the following procedure:
 1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail

the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.

2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- D. Teachers may sign and deliver to the Board a written assignment authorizing the deduction of membership dues of the Association. The Association shall notify the Board of the amount of such dues which are to be deducted within the first two (2) weeks of September of each year. Such sum shall be deducted in twenty (20) equal installments from the regular salaries of such teachers authorizing deductions and remitted not less frequently than monthly to the Association.
- E. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

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

ARTICLE II

TEACHERS' RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that teachers shall have the right of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

Neither the Board nor the Association will, directly or indirectly, discourage, deprive or prevent teachers from exercising those rights granted under Act 336, Public Acts of 1947, as amended, other Michigan laws, or the Constitutions of Michigan and the United States. Neither the Board nor the Association will discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of the teacher's Association membership or collective negotiating, grieving proceedings, and complaints allowable under the Agreement.

- B. The Board specifically recognizes the right of its employees appropriately to involve the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement. The Board and the Association agree to be bound by any lawful order or award thereof.

- C. The Association shall have the right to use school facilities at all reasonable hours for meetings (not to exceed 75 persons at any one time), with prior scheduling by the Building Principal. In no event shall such use interfere with school programs. Any additional costs incurred due to the use of the facilities as stated herein shall be borne by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communication shall be allowed in the teachers' lounges for use by the Association.

ARTICLE III

SALARY SCHEDULE

- A. The salary schedule for teachers is presented in Appendix A, incorporated herein. This schedule is based upon a normal weekly teaching load, as defined herein. Appendix A is not subject to negotiations during this Agreement.
- B. Teachers who teach more than the normal teaching load, as defined herein, or who perform any of the extra-duty assignments suggested in Appendix B, incorporated herein shall be compensated according to Appendix B. Upon written notice by either party and exclusively for the purpose of adding extra-duty assignments, Appendix B may be opened for negotiations.
- C. Teachers' extra-duty contracts shall be written separately from their regular salary contracts. Teachers' paychecks for extra-duty assignments specifically listed in Appendix D shall be computed on a tax-precalculation basis.
- D. Any pay period occurring during the first week of any school vacation shall be changed, if possible, to the school day immediately prior to vacation.
- E. A teacher with twenty (20) or more years of experience with at least fifteen (15) consecutive years in the White Pigeon Community School system will be paid at the time of retirement from teaching, the sum of fifteen (15) dollars per day of accumulated sick leave and personal leave days.
- F. Teachers who volunteer, or are asked, to substitute for another teacher during their planning time shall be compensated at \$8.00 per hour. Teachers must receive administrative approval before asking another teacher to sub for them.

ARTICLE IV

TEACHING HOURS AND CLASS LOAD

- A. The total teacher work day will encompass seven hours and five minutes. Within this work day teachers shall be on duty twenty (20) minutes prior to the start of school, and fifteen (15) minutes following the end of classes.

If a proposed change in school starting time is of a non-emergency nature, the Board will consult with and seek the input of the WPEA Executive Board prior to taking action.

If the Board determines that a proposed non-emergency change must be made following the input of the WPEA Executive Board, the change will not be implemented sooner than seven (7) days following the Board's action, provided that the teachers starting time will be no earlier than 7:55 a.m. and no later than 8:25 a.m.

- B. Each Secondary Level teacher (Middle and High School) shall have a daily duty free conference period, which is approximately as long as his/her longest teaching period. The Elementary teachers are to be relieved of recess duty. The normal weekly teaching load in the elementary school will be equivalent to twenty-five (25) teaching periods and five (5) unassigned preparation periods to include recess, but not noon hour. This preparation time is contingent on continuation of the elementary Art, Music, and Physical Education programs.

No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.
- D. Teachers who will be affected by a change in grade assignments in the elementary school grades or by changes in subject assignments in the secondary school grades will be notified and consulted by their Principals as soon as practicable and prior to August 1st. Such changes will be made to avoid reassigning probationary elementary school teachers to different grade levels, unless the teacher requests the change. An involuntary change in grade assignments or subject assignment made after August 1st, will be made only in case of an emergency or to prevent undue disruption of the instructional program.
- E. Scheduled staff meetings may be held once a month, and all staff are required to attend. Emergency type faculty meetings can be called as the Principal sees necessary.

F. Teacher inservices will be held 6 times a school year, in 1 hour blocks after the regular school day. These inservice meetings may be held in one location or in each building, all staff are required to attend.

ARTICLE V

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and every effort will be made not to exceed the following maximums:

1. Kindergarten 30 pupils
2. Elementary School Grades 30 pupils
3. Transitional Room 20 pupils
4. The Board agrees to observe all State guidelines regarding Special Education class sizes.

The maximum class size per teacher in the High School and the Junior High School shall be as follows:

Physical Education	40 pupils
Music	35 pupils
Hygiene	30 pupils
Typing	30 pupils
Business	30 pupils
Language	30 pupils
Science	30 pupils
Mathematics	30 pupils
General Education	30 pupils
Social Studies	30 pupils
English	30 pupils
Art	25 pupils
Homemaking	24 pupils
Laboratory classes	24 pupils
Vocational Shop	20 pupils
Drafting	20 pupils
Industrial Arts	20 pupils

Special Education Mainstreaming: The Board hereby agrees that a disproportionate number of "mainstreamed" pupils in a given classroom may cause added responsibility for the teacher(s). To promote the equitable distribution of responsibility for "mainstreamed" pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, the District shall attempt to place the pupil(s) who have been certified through IEPC (or current term) as EI, EMI, LD, or POHI in the classroom which is least impacted by the pupil, considering the severity of the individual handicap and the overall size of the classes available. In the event that it becomes necessary to place a disproportionate number of such students in a classroom, the building principal will explain the reasons to the teacher(s).

- B. The parties recognize 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 undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees to keep the schools reasonably and properly equipped and maintained.

- C. For each school, the Board shall provide restroom, lavatory, and adequate and accessible parking facilities all for the exclusive use of the teachers. For each school, the Board shall provide a faculty lounge, minimum of one room, appropriately furnished and with direct local phone service. Said lounges shall be supplied with bulletin boards for use by the Association. Eating shall be permitted in the faculty lounges.

The Board shall be responsible for the maintenance of the Board-owned equipment in the teachers' lounges.

- D. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.

- E. In the event the District establishes the position(s) of Department Chair(s), said position(s) will be filled as follows:

1. A Department Chairperson shall be elected from candidates within and by members of their respective departments(s), subject to approval by the Principal.

Department Chairpersons shall be compensated in accordance with Appendix B.

The departments which will exist at the beginning of the 1982-83 School Year are:

1. Vocational Educational (Industrial Arts, Auto, Metal and Drafting)
2. Fine Arts (Band, Music, Art, P.E. and Health)
3. Social Studies and languages
4. Science and Math

In the event the District determines that the departmental structure needs to be changed, the District shall consult with the Association prior to the implementation of any such change.

- F. In the event parent-teacher conferences are scheduled for evenings, teachers shall be released for the period from the end of the student day to the beginning of the conference schedule. When evening parent-teacher conferences are scheduled, the student day shall end at the end of the third period. Teachers shall be released after sufficient time has been allowed for students to leave the building. All teachers are required to be in attendance at parent-teacher conferences and open house.

ARTICLE VI

VACANCIES AND PROMOTIONS

- A. Except for temporary or emergency hiring situations, whenever a vacancy in any teaching position occurs in the District, the Board shall post a notice of such vacancy on the bulletin boards in the teachers' lounges.
1. All school buildings in the District shall be posted.
 2. Duration of posting (#1 above) shall be five (5) school days for the current school year vacancies during the five (5) days prior to and throughout the current school year. Vacancies for the future school year shall be posted ten (10) days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the board agrees to give due weight to the professional background and attainments of all applicants subject to Article IV, Section C, the length of time each has been in the school system of the District, and other relevant factors. An applicant with less seniority in the system shall not be awarded such position unless the qualifications therefore shall be substantially superior to applicants with greater seniority. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, providing the Board has the responsibility of the final decision.

ARTICLE VII

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another may disrupt the educational process or interfere with optimum teacher performance, the parties agree that transfers of teachers shall be avoided whenever possible and, if the subject teacher is tenured, only after discussion with the negotiation team.
- B. In the event that transfers of teachers appear to be necessary, list of available positions in other schools shall be posted according to Article VI, Section A herein.

ARTICLE VIII

HEALTH, MATERNITY, AND CHILD CARE LEAVES

A. Illness or Disability

1. Sick leave may be used for the following reason:
 - a. Illness in the immediate family, herein defined as present spouse, natural children, and dependent children, and parents.
 - b. Death in the immediate family, including grandparents, grandchildren, in-laws, and any other dependents of the teacher.
 - c. Emergency medical and dental work.
 - d. Personal illness or disability.
2. Any teacher who is absent from duty for reasons of personal illness or disability for a period of five (5) consecutive days or more shall, if requested, supply the Board with a statement from the attending physician confirming the illness or disability during the period of absence.
3. Teachers absent from duty by reasons defined in Article VIII, Section A, shall be granted eleven (11) sick leave days per school year, prorated for teachers who do not work a full school year, and with accumulation of one hundred (100) such days for the unused portion of each year's credited leave, which shall be available for use at any time.
4. The Sick Bank may accumulate up to two hundred (200) days of sick leave. Any teacher, upon unanimous decision of the Committee, may draw sick leave from the bank up to thirty (30) days of leave in a school year. When the accumulation of the bank has been reduced to a number of days equal to the size of the teaching staff, each teacher will contribute one (1) day of earned sick leave to replenish the bank. The Sick Bank is to be administered by a Principal and two members of the Board of Directors of the Association. The Sick Bank shall use as guidelines those reasons set forth under excusable leaves of absence as stated in this Article.
5. Teachers who are absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Michigan Workers' Compensation Law and their regular salary for the duration of sick leave fund due them.
6. Any teacher whose personal illness or disability extended beyond the period of compensation under Article VIII, shall be granted a leave of absence up to one (1) year without pay, experience credit for increments, or other contractual benefits. Said leave shall be

renewable at the Board's discretion. Teachers terminating such leaves and notifying their Principals with written notice of termination of said leaves at least ten (10) days prior to their anticipated returns, shall be assigned to the same positions, if available, or to substantially equivalent positions.

7. When regularly scheduled school days are cancelled by the Administration, those teachers who at that time, are on approved leave of any kind of two (2) days or less duration will not have those days of absence charged against credited leave time.

B. Child Care Leave

1. A teacher shall be granted a child care leave upon request. Said leave shall be without pay, benefits or salary increments.
 - a. Upon return, the teacher will be reinstated to the teacher's former position.
 - b. Child care leave may be granted at any time but the teacher must return to work at the beginning of a semester.
2. A member of the bargaining unit adopting a child shall, upon written request to the Superintendent, receive child care leave. Such leave shall commence upon the placement of the child in the adoptive parent's home.

ARTICLE IX

OTHER LEAVES

A. Association Leave

At the beginning of every school year, the Association shall be allowed a maximum of four (4) days, nonaccumulative, to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.

B. Personal Business Leave

1. At the beginning of every school year, each teacher shall be allowed a maximum of two (2) personal business days. Personal business days shall be used only for important and urgent matters which cannot be handled outside school hours. Personal business days will not be permitted for the purpose of personal pleasure, such as travel, hunting, skiing, sport events, or extended vacation. Teachers planning to use a personal leave day shall notify their Principals at least three (3) days in advance, except in cases of emergency, and shall be given permission to so use the day or days. Personal business days may accumulate to a total of six (6) days.

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

- a. Absence when a teacher is called for jury service. The Board will pay the difference between the teacher's per diem and the allowance paid by court for same, for each day of jury duty.
- b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceedings. This provision does not apply to cases between the teacher, and/or Association and the District.
- c. Approved visitation at other schools or for attending education conferences or conventions, including Association workshops or conferences.

C. Professional Business Leave

Conferences, workshops, conventions, and visitation days offer valuable inservice opportunities to teachers; therefore a reasonable number of teachers, within the limitations of administratively approved budget appropriations and educational objectives should be encouraged to attend same. The teacher planning to use professional business days shall notify the Principal at least one (1) week in advance of the anticipated absence. Mileage and registration fees and housing up to \$35 per night, shall be paid by the school for all approved travel. Teachers may request registration fees in advance and shall be paid mileage allowance expenses upon the presentation of completed vouchers. Any trip in excess

of two hundred (200) miles one-way must have prior approval of the Board. Attendance at such conferences shall be rotated, among those applying within a building, on as equitable a basis as possible.

D. Study Leave

Leaves of absence without pay shall be granted upon a semester basis unless otherwise negotiated, with the following stipulations:

1. There shall be no more than three (3) teachers on study leave at any one time.
2. There shall be no more than one teacher on leave from each department or grade level at any one time.
3. Each teacher on study leave shall be enrolled in a minimum of two classes having a minimum total five (5) semester hours.

Application for these leaves must be presented to the building principal at least sixty (60) days prior to the beginning of the proposed semester of leave and shall be granted for any of the following purposes:

1. Study related to the teacher's field of certification.
2. Study to meet eligibility requirements for certification in another teaching field other than that held by the teacher.
3. Study, research, or special teaching assignment involving advantage to the school system.

Teachers returning from said leaves shall be restored to their teaching positions or to positions of like nature, seniority, status and pay.

Teachers on study leave agree to supply the superintendent with a current mailing address.

E. Military Leave

Any teacher inducted or enlisted for service in the Armed Forces of the United States shall be granted a military leave of absence. Re-assignment of teachers terminating such leave shall be governed by the School Code or any applicable law effective at the time of the assignment.

F. Miscellaneous Leave

Upon request from a teacher, and at the Board's discretion, a teacher may be granted a one-year (1) leave of absence without pay, experience credit for increments, and other contractual benefits.

G. Termination of Leave

At least thirty (30) days prior to the expiration of his/her leave, the teacher shall notify the Superintendent of his/her intention regarding return to the district upon the expiration of the leave.

ARTICLE X

TEACHER EVALUATION & PROGRESS

A. Parties, Number and Times of Observations

All probationary teachers, upon their employment or at the beginning of the school year, whichever is later, shall be informed of the specific criteria upon which they will be evaluated. Only Building Principals, Assistant Principals, or qualified administrators shall conduct teacher evaluations. Evaluations shall include, although not exclusively, observations at least once every school year. Probationary teachers shall be evaluated by observation at least three (3) times during the school year. One shall occur within the first nine (9) weeks. Another within the last six (6) weeks of that semester. The third observation shall be made during the first six (6) weeks of the second semester.

B. The Observation

These required observations shall be made in person for a minimum of thirty (30) minutes for tenure teachers, thirty (30) consecutive minutes for nontenure teachers. All monitoring or observation of the performance of a teacher shall be conducted openly and with the awareness of the subject teacher.

C. Interview, Report, and Response

Within five (5) working days of this observation, probationary teacher evaluatees shall arrange a personal interview with their evaluator. Within ten (10) working days of said observation, the evaluator must conduct this interview. The evaluator shall submit a written report of said observation to the administration and a copy of this report to the subject teacher within fifteen (15) working days of such observation. If the evaluator finds a teacher's performance unsatisfactory, the evaluator shall state the following in specific terms.

1. Professional shortcomings of the subject teacher.
2. Desired improvements or corrections for Item #1.
3. Suggested methods for attaining Item #2.
4. If applicable, offers of administrative or staff assistance for attaining Item #2.

Both evaluator and evaluatee are required to sign every observation report. Signatures of evaluatees do not necessarily indicate their agreement with report contents. Subject teachers may respond in writing to their evaluation reports and may have these written responses attached to the related evaluations for placement in their personal files.

D. Third Written Report and Recommendations

No later than April 15 of each probationary year, the third written evaluation report concerning the probationary teacher shall be submitted to the Superintendent by the evaluating administrator. A copy of the

report shall be furnished to the subject teacher. This report shall include the evaluator's recommendation for the subject probationary teacher. Such recommendation shall be one of the following: advancement to tenure status, additional probationary status, or denial of contract for the ensuing school year. If the report contains information not previously made known to and discussed with the probationary teacher, the teacher may present additional information to the Superintendent. In event the teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, supply the Association with a copy of said reasons, and, if requested, provide for a hearing with the Board.

- E. There shall be a written evaluation of all extra duties within fifteen (15) working days after the completion of the activity. Failure to notify the subject teachers shall indicate their acceptable performance.
- F. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any professional advantage, without just cause. Any such discipline, reprimand or reduction in rank, performance asserted by the Board or an Agent or Representative thereof shall be subject to the professional grievance negotiation procedure hereinafter set forth.
- G. A teacher shall, at all times, be entitled within two (2) working days from the date of notice by the Principal or Superintendent to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such a representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- H. Parental Complaints, File Content and File Review
Complaints made by the parent of a student and directed toward a teacher shall be promptly called to the teacher's attention. If the complaint is placed in the teacher's file, the teacher shall be given a copy.
- I. The personnel file of each teacher shall contain an anecdotal record of each time a teacher fails to comply with the requirements of their assignment or their responsibility as a member of the staff. Such records are to be compiled by the immediate superior assigned to the administration of the building.
- J. Each teacher's personnel file shall contain the following minimum of information:
 - 1. TB report as required for medical information.
 - 2. All teacher evaluation forms and reports.
 - 3. Copies of Probationary Contracts, a copy of the Tenure Contract and Annual Salary notice.
 - 4. Original application form.

5. A copy of the teacher's valid certificate as recorded with the Intermediate Superintendent's Office.
 6. A complete official transcript of all academic credit.
 7. Tenure recommendation: Copies of letters to the Tenure Commission of extended probation notices including reasons for such.
- K. Prior to the placement of any material in a teacher's file, the teacher must have opportunity to respond thereto. Said response shall become a part of said file.
- L. All teachers shall have the right, by appointment with the administration, to review the contents of their personnel files. The Superintendent, or, in his absence, a Building Principal, shall be present during the review. At the teacher's request, a representative of the Association may accompany the teacher in this review.

ARTICLE XI

PROTECTION OF TEACHERS

- A. The parties recognize the mutual duty of the administration and teachers to maintain control and discipline on the school site. A teacher may use such reasonable physical force as is necessary on the person of any pupil to protect him/herself from attack, or to prevent injury to another student. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teachers, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility of psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, special workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of an assault upon a teacher, which relates to that teacher's contractual duties, shall be promptly reported to the Board or its designated representative. The Board will provide and select legal counsel with respect to such assault.
- C. If any teacher is complained against or sued by reason of disciplinary action by the teacher against a student, the Board will provide assistance to the teacher's legal counsel.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, if the teacher is found not guilty.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- F. Teachers desiring to direct any written communication to parents relative to school policies, practices, or programs shall notify their Building Principal in advance with a copy of the notice.

ARTICLE XII

LAYOFF AND RECALL PROCEDURE

- A. When the Board determines that a reduction in teacher personnel is necessary, the board agrees to use all of the following criteria: qualifications, certification, tenure status, and seniority.
- B. For the purpose of this Article, a teacher shall be qualified if he or she is assigned to an area which is a part of the teacher's major or minor fields of study, or, for those teachers employed as of July 1, 1981, in an area in which the teacher has taught for one (1) year within the past three (3) years of service with the Board.
- C. For the purposes of this Article, seniority shall be defined as a teachers length of continuous service with the school district from the teachers last date of hire (which is determined by signature, date and time on letter of intent).
1. No later than thirty (30) days following the implementation of this Agreement, and by every September 30 thereafter, the district shall prepare a seniority list and present it to the Association President. Seniority will be determined by date and time of Letter of Intent.
- D. Teachers will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments toward health insurance.
- E. Recall
1. Teachers will be recalled to duty in accordance with the law. The Board agrees to recall tenured teachers in inverse order of their layoff provided they are certified and qualified for the positions being filled. The opportunity for recall shall only occur when more teaching positions exist than the number of teachers on active duty.
 2. Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If a probationary employee fails to notify the Board of intent to return on the date specified in the notice within ten (10) calendar days from the receipt of said notice, or within ten (10) calendar days from the date the notice is determined undeliverable, whichever comes first, said probationary employee shall be deemed a voluntary quit and shall forfeit all rights to future employment with the Board. The ten (10) calendar day undeliverable grace period shall run from the date the Association is so notified. If a tenured teacher fails to notify the board of his/her intent to return, said teacher shall forfeit his/her job rights only pursuant to the provisions of the Michigan Teacher Tenure Act and the decisions of the Tenure Commission.

ARTICLE XIII

NEGOTIATION PROCEDURES

- 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 request of either party, to the other. The parties undertake to cooperate in arranging meetings, selection of representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Prior to the expiration of this Agreement or any part thereof, the parties will begin to negotiate terms and conditions of employment for teachers under the forthcoming Agreement.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the Mediation Machinery of the State Labor Mediation Board or take other lawful measures it may deem appropriate.
- D. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that neither it nor its members will engage in or assist in any strike, picketing, slowdown, boycott, or other interruption of activities in the school system, against the White Pigeon Community Schools, during the period of this agreement; and the Board agrees that, for the period of this agreement, it will not engage in any lockout as defined by Section 1 of the Public Employment Relations Act.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher;
2. The placing of a non-tenure teacher on a third year of probation.

B. Oral Level

A teacher, group of teachers, or the Association alleging a violation of the express provisions of this contract shall within seven (7) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Written Level 1.

C. Written Level 1

A copy of the written grievance shall be filed with the building principal. Within five (5) days of receipt of the grievance, the principal or his designated representative will make his written disposition and give a copy to the grievant(s) or their Association representative. If the Principal's disposition is not satisfactory to the grievant(s), the grievant(s) shall within three (3) days appeal the grievance in writing to the Superintendent.

Written Level 2

The Superintendent shall have ten (10) days from date of receipt to meet with the grievant(s) or the Association and approve or disapprove it and transmit his written disposition to the grievant(s).

Written Level 3

If no decision is rendered within ten (10) days, or the decision of the Superintendent is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the Superintendent's disposition with the officer of the Board responsible for drawing the Board's agenda. Within twenty (20) days from receipt of the grievance, the Board will meet to discuss the grievance. The Board may hold a hearing hereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may consider appropriate for consideration of the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board later than twenty (20) days after its submission to the Board.

- D. If the Association is dissatisfied with the final determination, the Association shall, within ten (10) days of receipt of such determination, request arbitration and shall so inform the Board. The grievance may be submitted to binding arbitration before an impartial arbitrator, who shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration hearing any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, nor shall the arbitrator have power to interpret state or federal law. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed. 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.
- E. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- F. Should a grievant fail to institute a grievance with the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- G. The term "days" used in this article shall refer to Monday through Friday, excluding scheduled or legal holidays and school year vacations.
- H. In the event a grievance directly involves teachers in more than one building, the grievance may be initiated at Written Level 2 provided it is filed with the Superintendent within seven (7) days of its alleged occurrence.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

The Board shall reimburse teachers for additional training in education, Categories I and II as regulated herein.

- A. Category I is limited to those credit hours leading to qualification for any of the following: (Provisional or Continuing Certification for teachers employed prior to June 1, 1981), Master's, Education Specialist's, or Doctor's Degree. To qualify for Category I reimbursement, teachers shall
1. File with the Superintendent on or before the opening day of school in the September immediately following the completion of such training, a statement of intent to apply such credits to a certification or degree program and
 2. Submit to the Superintendent no later than the November 1st immediately following the completion of such training, Grade Slips and/or Official Transcripts of Credit validating such credit hours.
- B. Category II is limited to those credit hours within each teacher's assigned field, but outside a certification or degree program. To qualify for Category II reimbursement, teachers shall
1. Secure written approval, dated prior to their enrollment in such training, from the Superintendent and
 2. Submit to the Superintendent no later than the November 1st immediately following the completion of such training, Grade Slips and/or Official Transcripts of Credit validating such credit hours. Failure of the Superintendent to respond to said written request within twenty (20) working days of their receipt shall constitute approval.
- C. Categories I and II
1. The Board shall fund only that additional training started by teachers subsequent to their working under the Agreement.
 2. Reimbursement for additional training completed after September 15 shall be made during the following September and exclusively to those teachers who remain in the employ of the Board for the ensuing school year.
 3. The maximum annual additional training reimbursement made to any teacher shall be three hundred dollars (\$300.00). Rates are as follows: seventy-five dollars (\$75.00) per credit hour.

ARTICLE XVI

SCHOOL CALENDAR

- A. The parties agree that all aspects of the School Calendar are negotiable, including, but not limited to, length of the school year, and further agree that for the term of this Agreement, the School Calendar shall be set forth in Appendix C. There shall be no deviation from or change in the School Calendar except by mutual agreement of the Board and the Association.
- B. One day shall be designated in addition to the 182 days of school instruction prior to the opening of the school term in the fall, the date to be set by the Administration and announced to all professional personnel, for the purpose of orientation of new personnel. This day shall be included as a mandatory part of the first probationary contract, and shall not be subject to any additional reimbursement under this Agreement. One half of said day shall consist of an appropriate program explaining the master contract. This program shall be jointly sponsored by the Association and the Administration.
- C. In-Service Days shall be planned by an In-Service Committee in each building. The committee shall be composed of two (2) teachers and the Building Principal. All teaching personnel shall participate for the length of the regular school day that is released for such activities.
- D. All teaching personnel shall participate on Clerical Work Days for the full length of the regular school day at such activities as grading tests, figuring semester grades, preparing lesson plans or other related activities.
- E. Any lost days of instruction that have to be rescheduled due to State or Federal regulations shall be made up by the Association without additional compensation.

ARTICLE XVII

INSURANCE BENEFITS

- A. 1. Each teacher may elect to participate in either Plan A or Plan B below:

Plan A: The Board shall pay 100% of the MESSA Super Care I Health insurance premiums a full twelve (12) month period for all full-time teachers.

Plan B: For those teachers not participating in Plan A above, the Board shall contribute up to fifty dollars (\$50) monthly toward the following options: group term life, dependent life, survivor income, long term disability, and hospital confinement, basic term life.

2. Dental Insurance Contributions

For the duration of this Agreement, the Board will pay the premiums toward dental insurance for each teacher. Said plan shall be comparable to the fifty per cent (50%) basic, fifty per cent (50%) major plan in effect during the 1980-81 school year.

3. DEDUCTIBLE REIMBURSEMENT: Teachers will submit medical bills to MESSA. When notification arrives from MESSA that all or a portion of the bill will be used to satisfy the deductible, the teacher should bring or send a copy of the original from MESSA to the superintendent's office (Financial Secretary). Reimbursement of the amount applied to the deductible will be made, by check, on the same day.
4. CO-PAY REIMBURSEMENT: Copies of receipts for prescriptions that require the \$2 co-pay should be submitted to the superintendent's office (Financial Secretary). Reimbursement checks will be issued quarterly.

- B. The above coverages shall go into effect by the first day of the month following the month the teacher becomes eligible. It is expressly understood that in the event a husband and wife are both employees of the District, one such person shall be designated as the insured and be eligible for Plan A, and the other shall only be eligible for Plan B.

- C. The Board's contribution provided above shall be prorated for teachers working less than full-time as follows:

Full-time	100%
3/4 time-full time	75%
1/2 time to 3/4 time	50%
Less than 1/2 time	0%

- D. The provision of the above insurances shall be subject to the rules and regulations of the underwriter(s).

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call before 6:30 A.M. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Such new Master Contract and Agreements thereto, shall be properly and neatly printed and placed in the hands of the membership of the Board and the membership of the Association no later than October 15th or not more than (1) calendar month after the date of final ratification of the Master Contract by both parties.
- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

ARTICLE XIX

DISTRICT'S RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

1. Determine financial policies, manage and control its business, its equipment and its operations and to direct the working force and affairs of the entire school system.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.
5. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

Section 2: In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

Section 3: The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE XX

EARLY RETIREMENT SEVERANCE PAY

- A. Teachers electing early retirement, shall receive 100% of the difference of their base pay and the base pay at 0 step of the BA column on the contract salary schedule, this applies only up to and including 30 years of service. Over 30 years, said teacher shall receive 50% of the difference.

The Early Retirement Severance Pay shall be paid within thirty (30) days of the date of retirement.

Exceptions: During 1990-91 contract, anyone over 30 years of service is grandfathered for the year at 100%; for the 1991-92 contract year, anyone between 32-35 years of service shall receive 75% of the difference; for 1992-93 contract year, anyone over 30 years of service will receive 50% of the difference.

ARTICLE XXI

DURATION

This agreement shall be effective on August 16, 1990, and shall continue in effect until the 15th day of August, 1993.

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
WHITE PIGEON EDUCATION ASSOCIATION

Signed: _____

Signed: _____

Signed: _____

Signed: _____

WHITE PIGEON COMMUNITY SCHOOLS BOARD OF EDUCATION

Signed: _____

Signed: _____

Signed: _____

Date of Ratification: August 16, 1990, at White Pigeon, Michigan.

This Official Document of Ratification bearing the actual signatures of the Representatives of the parties involved shall be on file with the White Pigeon Community School District Board of Education in the Office of the Superintendent of Schools and will be made available for public inspection upon request.

APPENDIX A

WHITE PIGEON SALARY SCHEDULE
1990-91

STEP	B.A.	BA + 18	M.A.	MA + 18
0	20154	20718	21506	22011
1	20454	21018	21806	22311
2	20654	21218	22006	22511
3	20854	21418	22206	22711
4	21094	21658	22448	22952
5	21735	22299	23088	23593
6	22376	22940	23728	24233
7	23016	23580	24368	24873
8	23656	24220	25009	25513
9	24296	24860	25650	26155
10	24938	25502	26290	26795
11	25578	26142	26930	27435
12	26218	26782	27571	28075
13	26915	27422	28211	28714
14	27499	28063	28852	29355
15	28140	28704	29491	29996
16	28780	29344	30132	30636
17	29420	29984	30772	31276
18	30061	30625	31412	31917
19+		32500	33500	34750
25+		34000	35100	36300

*MA+ MEANING HOURS EARNED AFTER DATED DEGREE

APPENDIX A
 WHITE PIGEON SALARY SCHEDULE
 1991-92

STEP	B.A.	BA + 18	M.A.	MA + 18
0	20374	21038	22026	22638
1	20674	21238	22226	22838
2	20974	22518	23306	23811
3	21314	22718	23506	24011
4	21955	22918	23706	24211
5	22596	23158	23948	24452
6	23236	23800	24588	25093
7	23876	24440	25228	25733
8	24567	25080	25868	26373
9	25158	25722	26509	27013
10	25798	26262	27150	27655
11	26438	27002	27790	28795
12	27135	27642	28430	28935
13	27719	28283	29071	29575
14	28360	28924	29711	30214
15	29000	29564	30352	30855
16	29640	30204	30991	31496
17	30281	30845	31632	32136
18+		34000	35000	36250
25+		35500	36600	37800

*MA+ MEANING HOURS EARNED AFTER DATED DEGREE

APPENDIX A

White Pigeon Salary Schedule
1992-93

STEP	B.A.	BA + 18	M.A.	MA + 18
0	20894	21458	22246	22858
1	21594	22038	23026	23538
2	22174	22738	23526	24138
3	22814	24020	24806	25313
4	23014	24220	25006	25952
5	23455	24420	25206	26592
6	24096	24658	25448	27232
7	24736	25300	26088	27873
8	25376	25842	26728	28513
9	26017	26582	27368	29155
10	26658	27222	28009	29795
11	27298	27863	28649	30435
12	27938	28504	29290	31076
13	28578	29142	29930	31717
14	29219	29784	30570	32357
15	29860	30425	31209	32998
16+		35500	36500	37750
23+		37000	38100	39300

*MA+ MEANING HOURS EARNED AFTER DATED DEGREE

- A. Teachers who are employed for the first time in the system, shall be given experience credit on the salary schedule. Experience credit shall not exceed the 7th step on the salary schedule.
- B. Teachers employed as of July 1, 1981 shall be grandfathered in the salary column in which they were in during the 1980-81 school year.

APPENDIX B

EXTRA-DUTY ASSIGNMENT SCHEDULE

Extra-Duty Assignment pay schedule. Payable as follows:

These assignments shall be paid on a percentage basis of the actual experience on the Bachelor's Degree bracket. Up to seven (7) years credit may be given for prior experience when coming into the system. Provision is made under Article XIII, Sections A, B, and C, and shall serve as the authority to meet emergency conditions or specific recruitment needs.

COACHING ASSIGNMENTS

% ON B.A. BRACKET

Head Varsity Football Coach	10
1st Assistant Varsity Football	6
Head JV Football	5
Assistant JV Football	4
Head Track Coach	6
1st Assistant	5
MS Track	4
Head Cross Country Coach	5
Head Wrestling Coach	8
Assistant Wrestling	6
Head Boys' Basketball Coach	10
Head Girls' Basketball Coach	10
JV Basketball	6
Freshman	5
MS, Intramural	4
Head Baseball Coach	6
1st Assistant	4
Head Softball Coach	6
JV Softball Coach (if a JV Softball team is added)	4
Head Golf Coach	5
Head Volleyball Coach	10
1st Assistant	6
MS Volleyball	4

Coaching and Sponsorships shall be paid on a schedule of periods of work completion when assignment does not run for the entire school year.

ASSIGNMENT% ON B.A. BRACKET

Athletic Trainer (w/no coaching)	15
Band Master	10 (8%/teacher if two)
Debate Coach	5
Department Chairperson	2
Youth in Government Advisor	5
Musical or All School Play	
Director	4
Music Director	3
Choreographer	1
MS Cheerleader Advisor	2
Pep Club and Freshman Cheerleaders Advisor	5
Varsity and Reserve Cheerleaders Advisor	5
Science Fair Coordinator	2 (Paid upon Completion)
School Newspaper advisor	4*
Varsity Club Advisor	5
Vocal Music Director	4
Yearbook Advisor	4*
Senior Class Advisor	6
Junior Class Advisor	6
Sophomore Class Advisor	2
Freshman Class Advisor	2
National Honor Society	3
French Club	3
Olympaid H.S.	2
Olympaid M.S.	1
High School Student Council	4
Middle School Student Council	2
SADD	2
Extra Class	1/6 of Base Salary
Supervision of Extra Curricular Activities	\$ 3.00 per hour
Drivers Education	\$12.50 per hour
Gazell Training	\$ 8.00 per hour
Mileage	Per Board policy
Counselor (for work assigned before and after regular contract year)	\$8.00 per hour
Computer Coordinator	\$1,000 per year

*These assignments shall be paid when the duties are performed outside regular school hours.

1990-91 WHITE PIGEON CALENDAR

AUGUST 1990

M	T	W	T	F
/27/	28	29	30	31

27: Staff Reports 8 am
27: Students Report 1 pm

Membership Days: 5

SEPTEMBER 1990

M	T	W	T	F
[3]	4	5	6	7
/10/	11	12	13	14
	17	18	19	20
/24/	/25/	26	27	28

3: Labor Day
10: H.S. Open House
24: LCV Open House
25: Cent/BP Open House

Membership Days: 19

OCTOBER 1990

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	(16)	(17)	18	19
22	23	24	25	26
29	30	31		

5: End of 1st 6 weeks
16-17: Parent-Teacher Conf.

Membership Days: 23

NOVEMBER 1990

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	(21)	[22]	[23]
26	27	28	29	30

21: End of 2nd 6 weeks
21: 1/2 Day
22-23: Thanksgiving

Membership Days: 20

DECEMBER 1990

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
[24]	[25]	[26]	[27]	[28]
[31]				

10-11: LCV Holiday Program
17: Cent. Holiday Program
18: BP Holiday Program
24-31: Holiday Vacation

Membership Days: 15

() = 1/2 DAY
/ / = SPECIAL EVENTS
< > = IN-SERVICE 1/2 DAY
[] = NO SCHOOL/VACATION PERIOD, HOLIDAY,
OR OTHER NON-WORKING DAYS

TOTALS: 182 Student Days
182 Teacher Days

JANUARY 1991

M	T	W	T	F
[1]	[2]	[3]	[4]	
7	8	9	10	11
14	15	16	(17)	(18)
21	22	23	24	25
28	29	30	31	

1-4: Holiday Vacation
7: School Resumes
16/17/18: Semester Exams
17-18: 1/2 Day

Membership Days: 19

FEBRUARY 1991

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
[18]	[19]	20	21	22
25	26	27	28	

18-19: Winter Break

Membership Days: 18

MARCH 1991

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	[29]

1: End of 4th 6 weeks
4: New Student Orientation
26: Kindergarten Round-up
29: Good Friday

Membership Days: 20

APRIL 1991

M	T	W	T	F
[1]	[2]	[3]	[4]	[5]
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1-5: Spring Break
19: End of 5th 6 weeks

Membership Days: 17

MAY 1991

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
[27]	28	29	30	31

9 or 10: LCV Spring Prog./PM
18: BP Spring Program/PM
19: BP Spring Program/AM
27: Memorial Day

Membership Days: 22

JUNE 1991

M	T	W	T	F
3	4	(5)	(6)	

5-6: Semester Finals
6: School Year Ends

Membership Days: 4

1991-92 WHITE PIGEON CALENDAR

AUGUST 1991

M	T	W	T	F
19	20	21	22	23
/26/	27	28	29	30

Membership Days: 5

23: New Staff Orientation/9 AM
 26: Staff Reports 8 AM
 26: Students Report 1 PM

JANUARY 1992

M	T	W	T	F
	[1]	[2]	[3]	
6	7	8	9	10
13	14	15	(16)	(17)
20	21	22	23	24
27	28	29	30	31

Membership Days: 20

1-3: Holiday Vacation
 6: School Resumes
 15/16/17: Semester Exams
 16-17: 1/2 Day

SEPTEMBER 1991

M	T	W	T	F
[2]	3	4	5	6
/9 /	10	11	12	13
16	17	18	19	20
/23/ /24/	25	26	27	30

Membership Days: 20

2: Labor Day
 9: H.S. Open House
 23: LCV Open House
 24: Cent/BP Open House

FEBRUARY 1992

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
[17]	[18]	19	20	21
24	25	26	27	28

Membership Days: 18

17-18: Winter Break
 28: End of 4th 6 Weeks

OCTOBER 1991

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	(15)	(16)	17	18
21	22	23	24	25
28	29	30	31	

Membership Days: 23

4: End of 1st 6 weeks
 15-16: Parent-Teacher Conf.

MARCH 1992

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
[30]	[31]			

Membership Days: 20

TBA: New Student Orientation
 TBA: Kindergarten Round-up
 30-31: Spring Break

NOVEMBER 1991

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	(27)	[28]	[29]

Membership Days: 19

22: End of 2nd 6 weeks
 27: 1/2 Day
 28-29: Thanksgiving

APRIL 1992

M	T	W	T	F
	[1]	[2]	[3]	
6	7	8	9	10
13	14	15	16	[17]
20	21	22	23	24
27	28	29	30	

Membership Days: 18

1-3: Spring Break
 16: End of 5th Six Weeks
 17: Good Friday

DECEMBER 1991

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
[23]	[24]	[25]	[26]	[27]
[30]	[31]			

Membership Days: 15

23-31: Holiday Vacation

MAY 1992

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
[25]	26	27	28	29

Membership Days: 20

25: Memorial Day

() = 1/2 DAY
 / / = SPECIAL EVENTS
 < > = IN-SERVICE 1/2 DAY
 [] = NO SCHOOL/VACATION PERIOD, HOLIDAY,
 OR OTHER NON-WORKING DAYS

JUNE 1992

M	T	W	T	F
1	2	(3)	(4)	

Membership Days: 4

2-4: Semester Finals
 4: School Year Ends

TOTALS: 182 Student Days
 182 Teacher Days

*Spring Break is subject to change to coincide with County Calendar.
 **Holiday Programs -- T.B.A.

1992-93 WHITE PIGEON CALENDAR

AUGUST 1992

M	T	W	T	F
24	25	26	27	28
/31/				

Membership Days: 1

SEPTEMBER 1992

M	T	W	T	F
	1	2	3	4
[7]	8	9	10	11
/14/	15	16	17	18
21	22	23	24	25
/28/ /29/ 30				

Membership Days: 21

OCTOBER 1992

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
29	(20)	(21)	22	23
26	27	28	29	30

Membership Days: 22

NOVEMBER 1992

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	(24)	[25]	[26]
29	30			

Membership Days: 20

DECEMBER 1992

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
[21]	[22]	[23]	[24]	[25]
[29]	[30]	[31]		

Membership Days: 14

- () = 1/2 DAY
- // = SPECIAL EVENTS
- < > = IN-SERVICE 1/2 DAY
- [] = NO SCHOOL/VACATION PERIOD, HOLIDAY, OR OTHER NON-WORKING DAYS

TOTALS: 182 Student Days
182 Teacher Days

JANUARY 1993

M	T	W	T	F
				[1]
4	5	6	7	8
11	12	13	14	15
18	19	20	(21)	(22)
25	26	27	28	29

Membership Days: 20

- 1: Holiday Vacation
- 4: School Resumes
- 20/21/22: Semester Exams
- 21-22: 1/2 Day

FEBRUARY 1993

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
[21]	[22]	23	24	25

Membership Days: 18

- 21-22: Winter Break

MARCH 1993

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Membership Days: 23

- 5: End of 4th 6 Weeks
- TBA: New Student Orientation
- TBA: Kindergarten Round-up

APRIL 1993

M	T	W	T	F
			1	2
[5]	[6]	[7]	[8]	[9]
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Membership Days: 17

- 5-9: Spring Break
- 23: End of 5th 6 Weeks

MAY 1993

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
[31]				

Membership Days: 20

- 31: Memorial Day

JUNE 1993

M	T	W	T	F
	1	2	3	4
7	(8)	(9)		

Membership Days: 6

- 7-9: Semester Finals
- 9: School Year Ends

*Spring Break is subject to change to coincide with County Calendar.
**Holiday Programs -- T.B.A.

APPENDIX D

TABLE OF PAYMENT FOR EXTRA-DUTY ASSIGNMENT
CONTRACTS FOR 1990-93 SCHOOL YEARS

Extra-Duty Assignments which are not listed on the table below will be paid over 20 or 26 pay periods, as specified by the employee, for the school year. The dates listed below refer to the payroll date nearest the date given. In most instances, the pay dates will be the second pay day of the month listed, and is intended to spread the pay schedule over the period of the activity involved and to complete payment for the activity during the month that the activity is concluded. This schedule is to be included as a part of the Extra-Duty Assignment Contract.

ASSIGNMENT

	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Football	1/4	1/4	1/2							
Basketball (B)				1/4	1/4	1/4	1/4			
Basketball (G)	1/4	1/4	1/2							
Track (B & G)								1/4	1/4	1/2
Baseball								1/2	1/2	
Softball								1/2	1/2	
Golf	1/2	1/2								
Cross Country	1/2	1/2								
Cheerleading Advisor		1/4	1/4			1/4	1/4			
Summer Band		July	1/2			Aug.	1/2			
School Play	To be set when the school play schedule is set.									
Wrestling				1/4	1/4	1/4	1/4			
Volleyball					1/2	1/2				
M.S. Basketball (B)					1/2	1/2				
M.S. Basketball (G)	1/2	1/2								
M.S. Volleyball						1/2	1/2			
M.S. Track (B & G)								1/2	1/2	
Athletic Trainer	5% (Sept)			5% (Dec)			5% (Mar)			

WHITE PIGEON COMMUNITY SCHOOLS
White Pigeon, Michigan 49099

REQUEST FOR PERSONAL BUSINESS DAY

Name _____ Date Requested _____
Full Day _____ Half Day _____

NOTE: This request must be presented to the building principal or supervisor at least three (3) working days prior to the day requested for personal business. In the event of an emergency, a phone call must be made to the building principal or supervisor and this form completed upon return to duty.

It is expressly understood by the employee that this personal business day is being used in accordance with the teachers' Master Agreement, Article IX, Section B, which states:

"Personal business days shall be used for important and urgent matters which cannot be handled outside school hours. Personal business days will not be permitted for purposes of personal pleasure, such as travel, hunting, skiing, sport events, or extended vacation."

_____ Date _____ Signature of Employee

_____ Date _____ Signature of Building Principal or Supervisor

White Copy: Payroll Secretary; Yellow Copy: Building or Dept.; Pink Copy: Person

~ ~ ~ ~ ~

WHITE PIGEON COMMUNITY SCHOOLS

TIME AND MILEAGE

DATE: _____

PROJECT: _____

HOURS WORKED: _____ RATE PER HOUR: _____

MILES TRAVELED: _____ RATE PER HOUR: _____

AMOUNT DUE: _____

Signed: _____

Approved: _____

WHITE PIGEON COMMUNITY SCHOOLS
ACTIVITY AND ATHLETIC FUND ACCOUNTS

MONEY FOR DEPOSIT

DATE _____ NAME OF CLUB _____

HOW MONEY WAS EARNED _____

MONEY ENCLOSED IS AS FOLLOWS:

TOTAL AMOUNT OF BILLS \$ _____

TOTAL AMOUNT OF COINS \$ _____

TOTAL AMOUNT OF CHECKS \$ _____

TOTAL AMOUNT
OF DEPOSIT \$ _____

Person Turning in Money

Signature of Sponsor

WHITE PIGEON COMMUNITY SCHOOLS
ACTIVITY FUND ACCOUNT

FOR WITHDRAWALS FROM CLASS OR CLUB TREASURY

DATE _____

MAKE CHECK PAYABLE TO _____

AMOUNT _____

REASON FOR CHECK _____

NAME OF CLASS OF CLUB _____

SIGNATURE OF SPONSOR _____

CHECK NUMBER _____

DATE _____

NEW BALANCE OF ACCOUNT _____

ALLOW ONE WEEK FOR PROCESSING

WHITE PIGEON COMMUNITY SCHOOLS
WHITE PIGEON, MICHIGAN

INSTRUCTIONAL TRIP AND NON-ROUTE TRIP REQUEST

Requests must be made no later than October 1, 1990.

Please submit this completed form and send to: TRANSPORTATION DEPARTMENT.
The Principal will be notified within two days if the trip can be scheduled.

Scheduled _____ Not Scheduled _____ Date Received _____ Verified by Phone _____

Date of Trip: _____ Person in Charge: _____

School: _____ Organization: _____

Destination: _____

Title of Conference: _____

Educational Purpose of Conference: _____

Estimated Cost of Conference: _____

Registration: _____ Housing: _____

Mileage: _____ Meals: _____

Substitute Needs _____ Days. Dates: _____

Teacher's Signature: _____ Date: _____

APPROVAL:

Principal: _____ Date: _____

Curriculum Coordinator: _____ Date: _____

OFFICE USE ONLY:

Registration Fee _____ Mileage Cost _____ Miles at \$ _____ - \$ _____

TOTAL = \$ _____ Conference Fund _____ Account Number _____

WHITE: Curriculum Coordinator YELLOW: Accounting

PINK: Principal/A.D. GOLDENROD: Teacher

REQUISITION

PURCHASE
ORDER

WHITE PIGEON COMMUNITY SCHOOLS

Laird and Prairie

White Pigeon, Michigan 49099

616-483-7676

THIS FORM MUST BE TYPED

No

Notice: This Number
Must Appear On All
Papers and Packages

To:

┌

└

Ship To:

┌

└

┌

└

┌

└

Date _____

Quantity	Unit of Measure	Description	Price Per Unit	Amount

Acct. #/Title _____

Attention _____

Building/Department/Personnel

Approval

Authorized Signature

WHITE PIGEON COMMUNITY SCHOOLS
WHITE PIGEON, MICHIGAN 49099

INSTRUCTIONAL TRIP AND NON-ROUTE TRIP REQUEST

Requests must be made no later than October 1, 1990.

Please submit this completed form and send to: TRANSPORTATION DEPARTMENT.
The Principal will be notified within two days if the trip can be scheduled.

Scheduled _____ Not Scheduled _____ Date Received _____ Verified by Phone _____

Date of Trip: _____ Person in Charge: _____

School: _____ No. of Riders: _____ No. Buses: _____

Destination: _____ Organization: _____
Time of Departure: _____
Time of Return: _____
Account Number: _____

Educational Purpose of Trip: _____

Names of Chaperones: _____

Estimated Cost of Trip: _____
Drivers Salary at \$5.90 per hour _____ Mileage at \$1.00 Per Mile: _____
Entrance Fee: _____ Entrance Fee Paid By: _____

Teacher's Signature: _____ Date: _____

Principal: _____ Date: _____

Transportation Director: _____ Date: _____

Superintendent: _____ Curr. Dir.: _____

BUS DRIVERS REPORT:

Driver: _____ Bus No.: _____

	<u>Time</u>	<u>Odometer Reading</u>
Leave Garage	_____	_____
Return Garage	_____	_____
TOTAL	_____	_____

Driver's Signature

OFFICE USE ONLY:

Drivers Cost _____ Hours at \$ _____ = \$ _____ *Food Allowance Paid _____
Mileage Cost _____ Miles at \$ _____ = \$ _____ (Date)
TOTAL = \$ _____

COPIES TO: Accounting, Transportation, Athletic Director/Principal, Teacher

LETTER OF INTENT

White Pigeon Community Schools
White Pigeon, MI 49099

SCHOOL EMPLOYMENT CONTRACT OFFER

Whereas _____ (hereinafter called the "Teacher") has represented to White Pigeon Community Schools (hereinafter called the "School") that he/she is properly certificated by the State of Michigan to teach in the position of _____; that he/she has a total of _____ years of fulltime teaching experience, not including substitute teaching, in the following districts:

The school offers to hire the teacher for the school year commencing _____ and ending _____, for the position stated above and to pay said teacher for services rendered during all or part of the entire school year, as the case may be, at the rate of _____ for an entire school year.

If the teacher accepts this offer, an employment contract will be created by that acceptance. Said contract will be subject to all applicable provisions of the effective Master Contract Agreement between the School and White Pigeon Education Association.

The teacher may accept this offer by signing the acceptance at the bottom of this sheet and returning the same to the administrative office of the School at 410 E. Prairie St., White Pigeon, MI 49099, on or after _____. If acceptance is not received by the School by the close of business on that date, this offer will be void and no contract will exist between the teacher and the school.

Signed this _____ day of _____.

By _____
Superintendent

ACCEPTANCE

I hereby accept the foregoing offer and promise to diligently and conscientiously perform my duties as an employee of School District of the City of White Pigeon during the term of my employment.

Signed this _____ day of _____.

WHITE PIGON COMMUNITY SCHOOLS

OBSERVATION DATA

Teacher: _____ Observer: _____

Class/Activity: _____ Date/Observation: _____

DIRECTIONS TO OBSERVER: This is a form to collect information. (It is not an evaluation instrument.) It is designed to describe what was seen in the observation. The information should be used to plan areas of emphasis in the evaluation process during the year. The meaning of the symbols used in Column I is as follows:

Y = Yes N = No S = To Some Extent NO = Not Observed

Col. I	Col. II	Col. III
Circle	Item	
Y S N NO	1. Was knowledge and understanding of subject matter evident?	(Use this column to make comments regarding any of the items in Col. II)
Y S N NO	2. Were instructional objectives readily apparent?	
Y S N NO	3. Did class activities clearly relate to instructional objectives?	
Y S N NO	4. Were class activities well organized and effectively paced?	
Y S N NO	5. Was teacher-pupil interaction positive and productive?	
Y S N NO	6. Were teaching techniques and procedures responsive to sound principles of learning?	
Y S N NO	7. Was the classroom well managed?	
Y S N NO	8. Were opening activities well planned and smooth?	
Y S N NO	9. Were closing instructions (including assignment) clear and understandable?	
Y S N NO	10. Was meaningful learning taking place?	

GENERAL COMMENTS/RECOMMENDATIONS OF THE OBSERVER:

Signed: _____
Observer
Teacher

(Note: Teacher's signature indicates receipt of the observation report; not necessarily agreement.)

PERFORMANCE EVALUATION

TEACHER _____ BUILDING _____

DATE _____ GRADE OR SUBJECT _____

EVALUATOR _____ POSITION _____

PURPOSES OF PERFORMANCE EVALUATION:

- To continue development of effective teaching skills
- To improve the teaching-learning process
- To develop long range planning through mutual setting

One does not necessarily need to account for items in a specific area. The remarks, after each heading, may serve to summarize an area. They also may indicate major strengths or areas of concern.

PERFORMANCE FACTORS AND EXPECTATIONS:

1. RELATIONSHIP WITH STUDENTS

- A. Stimulates student participation and cooperation
- B. Understands responses and attitudes of students
- C. Establishes rapport with students
- D. Adopts realistic standards and rules
- E. Shows sincere interest and respect for students
- F. Is fair, firm, and friendly
- G. Avoids use of ridicule and sarcasm
- H. Displays sense of humor as appropriate

Areas of strength _____

Areas of concern _____

2. INSTRUCTIONAL PROGRAM SUITABLE TO STUDENT NEEDS

- A. Uses appropriate vocabulary and correct English
- B. Follows course of study as outlined in curriculum guide
- C. Shows evidence of planning work and establishing objectives
- D. Makes clear, worthwhile and appropriate assignments
- E. Encourages creativity
- F. Stimulates independent and critical thinking
- G. Uses test results and other student responses to assess instructional effectiveness

Areas of strength _____

Areas of concern _____

3. METHODS OF INSTRUCTION

- A. Selects and uses appropriate audio-visual aids
- B. Provides for proper balance in use of: drill, recitation, lecture, oral and silent reading, committee work and supervised study, etc
- C. Demonstrates ability to adjust plan to changing circumstances
- D. Inspires pupils to advance at their own optimum rate
- E. Expose pupils to a variety of materials and experiences, texts, supplementary materials, audio-visual materials, field trips, community resources, and evaluative tests
- F. Shows evidence of creativity and initiative

Areas of strength _____

Areas of concern _____

4. RECOGNITION OF AND PROVISION FOR INDIVIDUAL DIFFERENCES

- A. Demonstrates an understanding attitude toward students of different abilities
- B. Shows sensitivity to student problems
- C. Makes provision for profitable use of pupil time when classroom assignments are completed
- D. Provides for individual needs in choice of materials and assignments
- E. Provides for individual emotional, physical, social, and intellectual differences
- F. Provides opportunities for all pupils to achieve recognition for constructive behavior and academic achievement

Areas of strength _____

Areas of concern _____

5. PROFESSIONAL CHARACTERISTICS

- A. Shows professional growth through participation in workshops, conferences, professional reading and professional committees
- B. Is ethical when discussing children, parents and colleagues, and in handling other confidential data
- C. Responds favorably to suggestions for improvement
- D. Respects opinions of others
- E. Accepts group decisions graciously and abides by them
- F. Seeks and uses the advice and assistance of specialists to supplement his own teaching
- G. Shows sound judgment in public discussion of school problems
- H. Demonstrates an attitude of cooperation and flexibility
- I. Demonstrates an awareness of the place of his program in the total school program
- J. Is prompt and punctual in carrying out responsibilities
- K. Demonstrates dependability; sets a good example
- L. Displays a positive attitude
- M. Displays enthusiasm for teaching
- N. Displays poise, self confidence and dignity
- O. Supports and accepts responsibility for carrying out administrative policies
- P. Handles routine matters conscientiously and efficiently—attendance, reports, bulletins, announcements, homeroom obligations, etc.
- Q. Exhibits appropriate professional appearance
- R. Controls emotions and temper
- S. Has good health and physical stamina
- T. Serves on committees and other extra-curricular functions
- U. Cooperates with fellow staff members
- V. Maintains a good attendance record

Areas of strength _____

Areas of concern _____

6. HOME AND SCHOOL RELATIONSHIPS

- A. Recognizes the value of personal conference with parents and is sensitive to and considers the feelings and opinions of parents
- B. Seeks to maintain a cooperative relationship between teacher and parent
- C. Supports and participates in student-parent-teacher school activities

Areas of strength _____

Areas of concern _____

7. CLASSROOM ORGANIZATION AND MANAGEMENT

- A. Shows evidence of good planning and organization for the mechanics of classroom routine
- B. Keeps adequate lesson plans
- C. Makes adequate provision for substitute teacher
- D. Maintains an interesting and attractive classroom
- E. Shows responsibility for care of physical aspects of classroom and all equipment
- F. Develops safety routines appropriate to the situation
- G. Seeks to stimulate pupil pride in room care and appearance

Areas of strength _____

Areas of concern _____

8. RESPONSIBILITY FOR STUDENT CONTROL

- A. Demonstrates proper group control
- B. Handles discipline problems appropriately—endeavors to find and eliminate causes of undesirable behavior
- C. Handles normal behavior problems - is judicious - acts accordingly; is fair and consistent and seeks help when needed

Areas of strength _____

Areas of concern _____

9. EVALUATION OF PUPIL PROGRESS

- A. Utilizes appropriate classroom tests and accepts responsibility for their proper administration
- B. Makes realistic application of the adopted grading scale
- C. Maintains adequate and accurate records of pupils' achievements
- D. Organizes and utilizes a fair, effective, and understandable system of evaluation of achievement which may include helping children to evaluate their own progress
- E. Uses good judgment, common sense, and consistency in pupil evaluation

Areas of strength _____

Areas of concern _____

Evaluator's Comments/Recommendation:

Five horizontal lines for Evaluator's Comments/Recommendation.

Teacher's Comments:

Five horizontal lines for Teacher's Comments.

Evaluator's Recommendation:

Five horizontal lines for Evaluator's Recommendation.

Administrator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Mutually Agreed Upon Goals (optional)

Goals:

Five horizontal lines for Mutually Agreed Upon Goals.

Criteria For Measuring Attainment:

Five horizontal lines for Criteria For Measuring Attainment.

Comments:

Five horizontal lines for Comments.

Date For Re-assessment _____

GRIEVANCE REPORT FORM (CONTINUED):

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature | Date

C. Position of Grievance and/or Association: _____

Signature | Date

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature | Date

C. Position of Grievant and/or Association: _____

Signature | Date

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

