

AGREEMENT BETWEEN

THE WHITE PIGEON COMMUNITY SCHOOL DISTRICT

AND

**THE WHITE PIGEON EDUCATION ASSOCIATION/
SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
(SMEA)**

2007-2009

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INTRODUCTION

This Agreement entered into this 16TH day of August, 2007 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/Southwestern Michigan 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, 2007, and shall continue in effect until the 15th day of August 2009.

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 and non-certified teaching personnel, including personnel on tenure and probation, guidance counselors, social workers, athletic directors (if on teacher's contract), and media specialists, 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
 - 1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The 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 the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLAA 408.477; MSA17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
5. The procedure in all cases of nonpayment of the appropriate service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of noncompliance 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 Board and a deduction of service fee shall be made from his or her salary.

- b. 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 Board 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 Board 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.

- c. The Board, upon receipt of said notice and request for deduction, shall act pursuant to the paragraphs 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.
 - d. 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 to each Fee Payer by the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures."
6. In the event of any legal action against the Board 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:
 - a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Board 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.
 - c. The Association shall have, after consultation with the Board, complete authority to compromise and settle all claims which it defends under this section.

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

D. Payroll Deductions

The Association shall reimburse the Board the cost for Political Action deductions, from bargaining unit members, in the amount of twenty (\$20) dollars per year.

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 and bargaining unit members shall have the right to use, free of charge, the Internet, internal school E-Mail, and school building facilities at all reasonable hours for meetings, with prior scheduling by the Building Principal. In no event shall such use interfere with school programs or be used for personal business. 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.

- D. Upon request by the Board to have a member of the Association to serve on any leadership team task force, council and/or committee the Association will select one of its members to serve in that capacity.

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.
- 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. Vacant extra-duty positions shall be posted on a designated bulletin board in each district building along with a copy of such posting to the Association. Extra-duty positions as above described shall be posted at least ten (10) days prior to being filled. Association members may apply for such positions by submitting a written application to the personnel office. In the event that a qualified, as determined by the Board, member of the Association and an equally qualified, as determined by the Board, non-Association member apply for the position, the district shall give preference to the Association member in hiring decisions. Teachers' paychecks for extra-duty assignments specifically listed in Appendix B 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 for the 2007-08 school year. Beginning 2008-09 the rate per day will be twenty (20) dollars.
- F. Teachers who volunteer, or are asked, to substitute for another teacher during their planning time shall be compensated. Each affected teacher shall be compensated at a rate of fifteen (15) dollars per hour. Teachers must receive administrative approval before asking another teacher to sub for them.
- G. If a teacher or teachers substitute for five (5) or more consecutive days as an administrator; on the fifth day the teacher or teachers shall receive a stipend of fifty (50) dollars per day, retroactive to the first day of substitution for said administrator. This stipend is in addition to the teacher's or teachers' regular salary. No teacher placed in an administrative assignment on a temporary basis shall evaluate or discipline another teacher. Temporary shall be defined as sixty (60) days or less.
- H. Teachers that work additional hours beyond the negotiated calendar year or volunteer for curriculum committees may also receive compensation in the form of "Comp Time" (excluding schedule B duties).
- I. Teachers will give forty-eight (48) hours notice for the use of accrued "Comp Time" except at holiday and vacation periods when two weeks' notice is necessary. No more than three (3) teachers per building may use "Comp Time" before or after the referenced holiday within the Master Agreement. All accrued "Comp Time" must be used prior to Memorial Day. There will be no carryovers of "Comp Time" from one year to the next.
- J. The Board has the right to credit new teachers to the district with up to seven (7) years past teaching experience.

ARTICLE IV

TEACHING HOURS AND CLASS LOAD

- A. The total teacher work day will encompass seven (7) hours and ten (10) minutes, or the time required to meet the state minimum requirements for hours. Teachers are encouraged to arrive at school ten (10) minutes before classes start and to stay ten (10) 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 7:40 a.m. and no later than 8:25 a.m.* **See Letter of Agreement.**

- 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.

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. Young 5's 17 pupils
2. Kindergarten 30 pupils
3. Elementary School Grades 30 pupils
4. Transitional Room 20 pupils
5. 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
Health	30 pupils
Computer/Keyboarding	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

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. When classes exceed the above listed maximums, the following procedure will be followed:

1. Except as a teacher may otherwise agree, if the initial class enrollment in any Young 5's, Kindergarten, or Grades 1-2 exceeds the listed maximums, the building principal will explore the possibility of assigning such students to other sections whose enrollments are below the stated limits for the purpose of balancing classes within the maximum class size range set forth in Article 5. A.

2. If at any time during the academic year a teacher feels the class size is too large, or contains an over balance of special students, he/she shall bring the problem to the attention of the building principal. The teacher shall be responsible for providing the building principal with his/her recommendations for the resolution at such time.
3. The principal shall respond to the teacher within five (5) days of the meeting.
4. If the teacher is still not satisfied, he/she may, within five (5) days of the response, take his/her position to the Classroom Adjustment Committee which shall meet within five (5) days of receiving the teacher's written request.

The Classroom Adjustment Committee will consist of the president and vice president of the Association, the teacher involved, one other principal from that grade level (if possible), and the Superintendent or his/her designee.

5. The committee will consult with the teacher, investigate and study the situation in an attempt to make adjustments to that teacher's satisfaction. The committee's decision, however, will not be subject to the grievance procedure beyond Level Two (2).
- C. 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.
- D. 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.

- E. All teachers shall be entitled to a duty-free lunch period of not less than thirty (30) minutes.
- F. 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 selected from candidates within and by members of their respective departments(s), subject to approval by the Superintendent.
 2. Department Chairpersons shall be compensated in accordance with Appendix B.

3. The departments which will exist at the beginning of the 2001-02 School Year are:
 - a. Vocational Educational (Industrial Arts, Auto, Metal and Drafting)
 - b. Fine Arts (Band, Music, Art, P.E. and Health)
 - c. Social Studies and Languages
 - d. Science and Math
 4. 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.
- G. 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. 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. Teachers who have children attending White Pigeon Community Schools may leave their buildings for one hour, providing they make arrangements with their building principal and provide time for all parents who wish to confer with them.

ARTICLE VI

VACANCIES AND PROMOTIONS

- A. Except for temporary or emergency hiring situations, whenever a vacancy in any teaching position or extra duty assignments (as listed in Appendix B) occurs in the District, the Board shall post a notice of such vacancy on the bulletin boards in the teachers' lounges. Teachers seeking notification of summer vacancies shall submit their names and summer mailing addresses to the office of the district superintendent by May 1, prior to the conclusion of the school year. Such notifications shall be mailed in conjunction with the posting of such vacancies of the bulletin board in the teacher's workrooms.
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. Summer vacancies 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.

- C. Both the Board and the Association agree that it is highly desirable to set and maintain high qualifications for teachers. The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001, 20 usc 6301 et seq., and the regulations promulgated there under, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or contrasted, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definition, standards and requirements of the NCLB Act.
- D. Teachers shall not be assigned, except with their consent, outside the scope of their teaching certificate or their major or minor fields of study, except temporarily and for good cause, and the Association shall be so notified in each instance. To be highly qualified for an assignment, a teacher must meet NCLB Final Regulations 34 CFR 200-55-200.56. and the Michigan Defintion for identifying Highly Qualified teachers, as approved by the State Board of Education.
- E. All teachers shall be given written notice of their tentative schedule for the forthcoming year no later than July 1 of each instructional year. In event that changes in such schedule are proposed, all teachers affected shall be notified promptly and consulted if possible. Resignation by a teacher after August 15 shall constitute an emergency , but a vacant teaching position known prior to August 15 shall not be deemed an emergency and shall be posted in accordance with the provisions of the Master Agreement.
- F. The Association recognizes that, when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instruction program. If the Superintendent in his/her judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant and posted. An individual hired on a temporary or tentative basis until the end of the normal school year shall not have contractual rights to continued employment unless no other teacher within the district applied for the vacancy.

ARTICLE VII

TRANSFERS

- A. Since the frequent transfers of teachers from one building 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 Association Executive Board. A mid-year involuntary transfer will be made only incase of emergency to prevent undue disruption of the instructional program. The Superintendent shall give at least ten (10) days notice to the affected teacher and the Association of the reasons for such a transfer or assignment.
- B. In the event that transfers of teachers appear to be necessary, a list of available positions in other buildings, shall be posted according to Article VI, Section A herein.

- C. Teachers involuntarily transferred may, upon vacancy in their former assignment, and with written notice to the Superintendent, have the right of first refusal to return to that assignment in the reverse order they were involuntarily transferred, provided they are certified and highly qualified for the vacant position, within two (2) school years of the transfer, and a highly qualified teacher can be selected for the newly vacated teaching position.

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 Section A above shall have placed to their credit eleven (11) days of sick leave per year and with accumulation of one hundred (100) days in the 07/08 school year and one hundred ten (110) days beginning in the 08/09 school year for the unused portion of each year's credited leave, which shall be available for use at any time. This shall be prorated for teachers who begin after the start of the school year.

If an employee is unable to complete a school year and who has previously used more of the sick leave days attributable to that year than she/he would have accrued at the rate of 11 per year, shall have the value of such excess days used deducted from her/his last paycheck.

3A. See Board policy FLMA request form

4. Master Sick Bank
 - a. The Sick Bank may accumulate up to two hundred (200) days of sick leave. Any teacher, upon majority 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 the Sick Bank Committee which shall be composed of three (3) Association Representatives appointed by the Association Executive Board of Directors and two (2) Administrators of the District. The Master Sick Bank shall be approved/denied by the committee and shall be by a majority vote of the entire committee. The Sick Bank shall use as guidelines those reasons set forth under FMLA and excusable leaves of absence as stated in this Article.

The procedure for the administration of the Mater Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible bargaining unit employees who apply and whose applications are subsequently approved for sick day(s) benefits.

- b. Any bargaining unit member shall be eligible to make application to the Sick Bank Committee for sick days of benefit after the member has been employed and worked a minimum of six months and the member must be incapacitated for at least five (5) consecutive working days for a FMLA recognized medical reason and must have exhausted all days available in the employee's personal sick leave accumulation before drawing on the Master Sick Bank. The Family and Medical Leave Act (FMLA) of 1993 required covered employers to provide eligible employees with up to twelve (12) weeks of unpaid leave (if no accumulated paid time is available) for job-protected leave annually.

If a bargaining unit member is incapacitated for at least ten (10) working days (not necessarily consecutive working days) in any one instructional year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same licensed physician who originally handled the case verifies by written statement that such incapacitation is a recurrence, then the five (5) consecutive day eligibility requirement can be waived in such instance at the discretion of the Sick Bank Committee. In the instance of a recurrence of an illness, the employee may change physicians. Examples include: Chemotherapy, Physical Therapy, Kidney Dialyses, and any other medically verified need for intermittent leave that may not fit the criteria of five (5) days consecutive absence.

No more than twenty (20) sick days shall be approved for deduction from the Master Sick Bank per each written request. No more than thirty (30) days may be withdrawn by a bargaining unit member from the Master Sick Bank annually. An affected bargaining unit member who makes a second application for sick bank time shall satisfy all of the aforementioned criteria required above.

- c. Application to the Master Sick Bank

Each application (as listed in Section F below) for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application Form to the Sick Bank Committee after the affected bargaining unit member's personal sick leave/paid accumulated personal leave has been exhausted.

Each application will be approved or rejected on the basis of each individual bargaining unit member's ability to meet the FMLA recognized medical circumstances. All applications must be accompanied by supporting statements from a licensed physician. Upon approval or denial of each application the Sick Bank Committee shall provide written response to the affected bargaining unit member. The Committee shall return all supporting medical statements to the bargaining unit member with the written decision to approve or reject the application. The Sick Bank Committee also recognizes the legal requirement to protect the privacy of the affected bargaining unit members and shall not discuss, outside of the committee the medical reasons for the request other than to give formal notice of approval or withdrawal to the Superintendent of the White Pigeon Community School District.

d. Sick Bank Committee

The Sick Bank Committee shall be composed of three (3) Association Representatives appointed by the Association Executive Board of Directors and two (2) Administrators of the District. The Master Sick Bank shall be approved/denied by the committee, shall be by a majority vote of the entire committee.

e. Administration

The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- In the event that a bargaining unit member is eligible for LTD insurance compensation that affected bargaining unit employee shall not be allowed more than the number of days needed to satisfy the waiting period for LTD benefits from the Master Sick Bank in any school year.
- The formal notice of approval authorizing an award of sick days from the Master Sick Bank to a bargaining unit employee will be sent to the Superintendent within five (5) days of authorization for deduction from the Master Sick Bank. The Board of Education may require that the affected bargaining unit member provide supporting statements from a licensed of sick time from the Master Sick Bank. All approvals/denials shall be signed by no less than three members of the Sick Bank Committee and President of the White Pigeon Education Association.
- The records of the Master Sick Bank shall be audited annually at the end of each of each school year by a committee composed of three MEA members by appointment of the White Pigeon Education Association Executive Board. A copy of the audit report shall be furnished to the Executive Board of the Association and to the Master Sick Bank Committee.

f.

MASTER SICK BANK APPLICATION

I _____ am making a formal request for Withdrawal from the Master Sick Bank as my personal accumulated sick leave has been depleted. I have been provided with a copy of the Master Sick Bank Guidelines and Administrative Policy. My signataure attests that I understand the requirements for application to this sick bank. I have attached the necessary medical verification to this written request.

Date

Affected Bargaining Unit Member

(Forms are to be submitted to each Building Principal)

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; except as covered in the Family and Medical Leave Act of 1993 concerning fringe 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 canceled 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 is 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 should be used only for matters which cannot be handled outside school hours. 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. Personal business days, for the purpose of extended vacations, will be discussed with the principals and only five (5) people per building will be granted each year. Once a personal day for an extended vacation has been granted, a member cannot ask for another personal day to extend a vacation for three (3) years.
3. 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, registration, and housing fees as approved by the Superintendent or their designee shall be paid by the District. 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

EVALUATION

A. Definitions

1. Evaluation – A formal written record, signed by the immediate supervisor and employee that is placed in the employee's permanent file.
2. Observation – A classroom visitation, or other worksite visitation in the case of non-classroom professionals, for the purpose of gathering information.

B. 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.

1. The performance of all tenured teachers shall be observed a minimum of once a year with a formal evaluation completed in a sequence of once every three years. All tenured teachers scheduled to be evaluated in any given school year shall be informed in writing within six weeks of the beginning of the instructional year. Only building principals, or qualified administrators shall conduct teacher evaluations. Failure to evaluate shall indicate satisfactory performance. Tenured teachers who receive a less than satisfactory evaluation, upon written request, shall be evaluated by a second qualified administrator.
2. If the second evaluation is also unsatisfactory, subject teachers shall meet with their building principle to develop an Individual Development Plan within ten (10) days after the evaluation conference provided for in Section C.
3. Probationary teachers shall be observed at least twice each school year. The first observation will not be earlier than September 1st. The second observation will not be later than March 1st. Each probationary teacher's evaluations shall be based on at least two classroom observations held at least 60 days apart.

4. All probationary teachers, upon the completion of their first full year teaching in the district, shall, in each subsequent year of probation, meet with a qualified administrator and develop an Individual Development Plan.

C. The Observation

These required observations shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the awareness of the subject teacher. No anecdotal information or informal observation report, not previously communicated to the teacher, may be included in an evaluation.

D. Conference

A conference between the teacher and the evaluating administrator shall be held for the purpose of informing the teacher of the evaluation results. The teacher shall have thirty (30) days from the time of the conference to write comments on the evaluation instrument.

E. Interview, Report, and Response

Within five (5) working days of this observation, the evaluating administrator shall arrange a personal interview with the evaluated teacher. 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.

F. Second Written Report and Recommendations

No later than April 15 of each probationary year, the second 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, or denial of contract for the ensuing school year. The report shall not contain any information not previously made known to and discussed with the probationary teacher.

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.

G. Mentor Teacher Program.

1. For the first three (3) years of his/her employment in classroom teaching, a teacher will be assigned a master teacher(s) who will serve as mentor to the new teacher.
2. Recognizing the special needs of probationary teachers in becoming oriented to the teaching profession and to the School District, and to improve the quality of instruction, the School District commits to establishing a mentor teacher program. The duties of mentor teachers shall include, but are not limited to, assisting, observing and counseling the probationary teacher for the purpose of acclimating the probationary teacher to the teaching profession and to the District, but mentor teachers shall not be responsible for evaluating probationary teachers, which shall remain the prerogative of the Administration.
3. The Board reserves the right to unilaterally appoint persons to serve as master or mentor teachers for all purposes for which such persons are required by law. Such individuals may be appointed from either inside or outside the bargaining unit, as deemed appropriate by the Board. Provided, however, that the Board shall give good faith and reasonable consideration to an internal applicant from within the tenured teaching staff who meet the qualification standards which may be established by the Administration.
4. Minimum requirements for applicants for mentor teaching positions shall include successful prior teaching experience, familiarity with current educational philosophies of instruction and genuine willingness to work cooperatively with any District Administrator(s) responsible for supervision of the probationary teacher. Mentor teacher pay is per Appendix B, Extra Duty Assignment Schedule.
5. No member of the bargaining unit shall be involuntarily assigned to serve as a mentor teacher.
6. Any member of the bargaining unit that is appointed as a mentor teacher shall be provided with release time, if necessary, for training as a mentor to be scheduled during his/her regular duty hours.
7. The district shall promptly notify the Association when a mentor teacher is matched with his/her mentee.
8. When a bargaining unit member serves as a mentor, reasonable effort will be made to match mentors and mentees who work in the same building and have the same area of certification.
9. Neither the mentor nor the mentee shall be permitted to participate in any matter relating to the evaluation of the other.

H. Out of Sequence Evaluation

An evaluation may occur when an employee's performance, in the opinion of the Board, warrants special attention because there is an identified problem. (this shall not apply to any employee who is normally scheduled to be evaluated as outlined in Section A above.) For this evaluation the following procedure shall be utilized.

1. The affected employee shall be notified, in writing, that this type of evaluation is commencing. Such notice shall include the name of the evaluator and the reasons for the decision to use this type of evaluation.
2. No later than ten (10) working days after notification to the employee, in Section A above, the evaluator shall have a conference with the employee to discuss the specific criteria upon which the employee will be evaluated.
3. No later than the thirtieth (30th) day of this process, the evaluator shall observe the work performance of the employee for a minimum of at least thirty (30) consecutive minutes. No more than forty-eight (48) hours after this observation, the evaluator shall submit a written report to the employee. If the evaluator is of the opinion that the performance of the employee is deficient in any respect, such will be specifically noted in this report.
4. No later than the thirty-fifth (35th) day (and within five (5) school days of noting such deficiencies as outlined in Section 3 above), the evaluator shall identify, in writing, specific ways/means/steps that the employee is to take to improve in the noted areas. Upon noting deficiencies and identifying ways/means of improvement, it shall be the evaluator's responsibility to provide definite positive assistance to correct the deficiencies. This report as well as any subsequent ones shall address the deficiency previously noted and the employee's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the employee is now performing satisfactorily in that area.
5. If an area of deficiency is noted, no sooner than sixty (60) days between the first formal observation, a second formal observation shall occur and shall follow the procedure outlined in 3 and 4 above. This report as well as any subsequent ones shall address the deficiency previously noted and the employee's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the employee is now performing satisfactorily in that area.
6. No later than the conclusion of the ten (10) working days after the second observation, an interim evaluation conference shall be held. The employee whose performance is deemed satisfactory shall have this evaluation terminated at this point. The employee whose performance is not deemed satisfactory shall continue the evaluation process.
7. At the interim evaluation conference, the parties shall review the results of the evaluation so far. Specific deficiencies in work performance which have been previously noted shall be discussed and a plan developed for dealing with each.
8. No sooner than sixty (60) days from the second observation nor later than seventy (70) days, another formal observation shall occur after the interim evaluation conference.

9. No later than the one hundred-twentieth (120th) working day, the evaluator shall submit a final evaluation and recommendation regarding the employee's continued future employment.
10. No tenured employee, due to an unsatisfactory evaluation under the provisions of this subsection shall be dismissed within the first one hundred-twenty (120) working days following the date of notification as required in Section A. above.

I. Extra Duty

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.

J. Discipline

Discipline shall be defined as oral reprimand, written warning, written reprimand or suspension without pay. No teacher shall be disciplined without just cause.

1. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an Association Representative is requested to be present, no longer than two (2) days may elapse before such meeting is held.
2. During any meeting in which the teacher feels disciplinary action may result, the teacher shall be allowed to stop the meeting and request Association representation. If an Association Representative is requested to be present, no longer than two (2) days may elapse before such meeting is resumed.

K. Parental Complaints

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. No parental complaint shall be placed in a teacher's file without just cause. Subject teachers may respond in writing to the complaint and may have these written responses attached to the complaint for placement in their personal files.

L. File Content

The personnel file of each teacher may contain a record of each time a teacher fails to comply with the requirements of his/her 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.

Prior to the placement of any material in a teacher's file, the teacher must have opportunity to respond. Said response shall become a part of said file. Each teacher's personnel file shall contain the following minimum of information:

1. All teacher evaluation forms and reports.

2. Copies of Probationary Contracts, a copy of the Tenure Contract and Annual Salary notice.
3. Original application form
4. A copy of the teacher's valid certificate as recorded with the Intermediate Superintendent's office.
5. A complete official transcript of all academic credit as provided by the teacher to the board.
6. Tenure recommendation: Copies of letters to the Tenure Commission.

M. File Review

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.

WHITE PIGEON COMMUNITY SCHOOLS
TEACHER OBSERVATION

Teacher _____ Class _____
 Last Name First M.

School _____ Date of Evaluation _____

**EDUCATIONAL PRACTICES
& PROCEDURES** _____

**STUDENT-TEACHER
RELATIONSHIP** _____

- _____ Demonstrates sufficient mastery of content
- _____ Makes effective use of a variety of methods/materials
- _____ Makes clear, practical demonstrations and/or explanation.

- _____ Creates a friendly and respectful teacher-pupil relationship
- _____ Has positive expectations that all students will be successful.

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.
- B. Since the teacher's authority and effectiveness in the classroom is 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. 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 provide assistance to such pupil.
- C. 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.
- D. 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.
- 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 "official" written communication to parents or "guardians" relative to school policies, practices, and/or curricular programs shall notify and receive the permission in advance from their building principal or the district superintendent.

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 teacher's length of continuous service with the school district from the teacher's 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 Michigan Employment Relations Commission 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 employment or failure to re-employ any probationary teacher caused by unsatisfactory job performance;
2. Any Article or Section of the Agreement that has, by its wording, been excluded from the grievance procedure;
3. Any matter set forth in this Agreement which is covered by a State or Federal Law;
4. The content of any evaluation.

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 seven (7) 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 seven (7) 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).

D. Level Three Grievance Procedure:

If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will, within ten (10) working days, select an arbitrator according to the following procedure:

1. Attempt to select an arbitrator by mutual consent.
 2. If the parties cannot agree upon an arbitrator, then the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.
 3. 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 the 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 judgement 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. In the event a grievance directly involves the Association as a whole or 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.
- H. The term "day or days" used in this article shall refer to Monday through Friday, excluding scheduled or legal holidays and school year vacations.

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 by the end of the semester following the completion of the work.
 3. The maximum annual contract year additional training reimbursement made to any teacher shall be three hundred dollars (\$300.00). Rates are as follows: up to one hundred and fifty dollars (\$150) 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. The parties also agree to abide by the basic structure and intent of the St. Joseph County Common Calendar after both parties have gone through the established ratification procedure.

- B. One additional day shall be designated, 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. The dates of In-Service Days shall be determined by mutual agreement of the Association and the District. The content of the in-service day shall be planned by the Curriculum Director. All teaching personnel shall participate for the length of the regular school day that is released for such activities and all time shall be applied toward Professional Development hours.
- 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.
- F. All state and federal required professional development days (inservices) required for new teachers will not be reimbursed by the District unless said professional development is included as part of the teacher Individual Development Plan (IDP) or otherwise covered under Article IX, Section C.
- G. The number of professional development days and student days will comply with the minimum requirements of the school Code without additional compensation. Please refer to Letter of Understanding on Page 46, D.

ARTICLE XVII

INSURANCE BENEFITS

The Board will adopt a plan to bring this article into compliance with IRS regulations.

- A. As soon as it can be accomplished after ratification to this agreement by both parties, each employee who enrolls in MESSA Pak A shall receive the benefits defined under Plan A. Each employee who enrolls in MESSA Pak A shall pay three hundred ninety dollars (\$390) per year (\$15.00 per pay at 26 pays or \$18.75 per pay at 21 pays) towards the cost of the premium. The Board will pay the remainder of each monthly amount.

Beginning the 1st pay of the 2008-2009 school year, each employee who enrolls in MESSA Pak A shall receive the benefits defined under Plan A. Each employee who enrolls in MESSA Pak A shall pay 5 % of the yearly premium spread evenly over 26 or 21 pays. The Board will pay 95% of the yearly premium.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the Pak B plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be one hundred seventy dollars (\$170) per month. Beginning in the 2008-09 school year, they will receive two hundred dollars (\$200) per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by annuity companies mutually identified by the Board and Association. All selections may be payroll deducted.
- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- D. Part-time employees shall receive benefits on a pro-rata basis.
- E. MESSA Pak Summary

Plan A:

- a. Health: MESSA Choices II, \$5/10 Rx
- b. Negotiated Life: \$10,000 with AD&D
- c. Vision: VSP3
- d. Dental: 100/50/50/50; \$1,000 Annual Max.
\$1,000 Class IV Lifetime Max.
Sealants
Two cleaning per year

Plan B:

- a. Negotiated Life: \$10,000 with AD&D
- b. Vision: VSP3
- c. Dental: 100/50/50/50; \$1,000 Annual Max.
\$1,000 Class IV Lifetime Max.
Sealants
Two cleaning per year

- F. 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.

G. 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%

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

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The District shall provide notice of a telephone number to call in the event a teacher must report a personal absence due to illness. Every effort (if the absence is foreseeable) must be made by the teacher who is calling in to report a personal absence due to illness prior to 6:00 A.M.
- 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.
- D. School Improvement Plans
1. The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide and building level school improvement plans and the importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
 2. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.
 3. The involvement for teachers on school improvement planning committees shall be voluntary.

E. Annexation/Consolidation

The Board will use its best efforts to see that the White Pigeon teachers' service to the White Pigeon Community Schools is recognized in any new district formed by consolidation.

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 step 1 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, if retirement is during the school year. If retirement is at the end of the school year, payment shall be on or before September 30.

ARTICLE XXI

DURATION

This agreement shall be effective on August 16, 2007 and shall continue in effect until the 15th day of August 2009.

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
WHITE PIGEON EDUCATION ASSOCIATION

Signed: Carrie Miracle

Signed: Lori Jenks

Signed: Gary D. Shoppell

Signed: Mary A. Piddleton

WHITE PIGEON COMMUNITY SCHOOLS BOARD OF EDUCATION

Signed: Beverly J. Souter - President

Signed: Marvin A. Schneider - Superintendent

Signed: _____

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

**2008-2009
White Pigeon Salary Schedule**

STEP	BA	BA+18	MA/BA+35	MA+18/BA+53
1	32,343	33,970	35,030	35,716
2	32,611	34,239	35,300	36,575
3	33,208	34,509	35,571	37,441
4	34,073	34,831	35,898	38,303
5	34,937	35,696	36,760	39,168
6	35,799	36,427	37,624	40,032
7	36,823	37,586	38,648	41,057
8	37,528	39,361	40,421	42,830
9	38,174	40,882	41,941	44,351
10	39,036	42,294	43,464	45,983
11	39,898	42,833	44,006	46,526
12	42,298	44,065	45,215	47,976
13	43,416	45,398	47,691	50,084
14		50,133	52,427	54,163
15		54,294	55,823	57,490

LONGEVITY

16		54,565 (0.5% added to Step 15)	56,102 (0.5% added to Step 15)	57,777 (0.5% added to Step 15)
20		54,838 (0.5% added to Step 16)	56,382 (0.5% added to Step 16)	58,066 (0.5% added to Step 16)
25		55,112 (0.5% added to Step 20)	56,664 (0.5% added to Step 20)	58,356 (0.5% added to Step 20)

2007-2008 zero (0) percent increase through longevity. 2008-2009 Two (2) percent increase on salary schedule through longevity.

All steps shall be paid by the employer.

APPENDIX B

EXTRA-DUTY ASSIGNMENT SCHEDULE

An interviewing committee will be established when there is more than one applicant for a position. This committee will consist of the Athletic Director, a Principal, 2 members of the White Pigeon Education Association and a White Pigeon Community School Board member. The Chairperson of each committee will appoint a representative.

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

Athletic Trainer (with no coaching)	8% Fall; 6% Winter; 5% Spring
Head Girls' Basketball Coach	10
JV Basketball	6
Freshman	5
MS, Intramural	4
Varsity Cheerleading Advisor	15 (5%/season, one being the competitive season)
Reserve Cheerleading Advisor	5 (2-1/2%/season)
Freshman Cheerleading Advisor	5 (2-1/2%/season)
M.S. Cheerleading Advisor	4 (2%/season)
Head Cross Country Coach	10
Head Varsity Football Coach	10
1st Assistant Varsity Football	6
2 nd Assistant Varsity Football	6
Head JV Football	6
Assistant JV Football	5
MS Football	
7 th Grade	4
8 th Grade	4
Head Golf Coach	10
JV Golf Coach	6
Head Boys' Basketball Coach	10
JV Basketball	6
Freshman Basketball	5
7 th Grade Basketball	4
8 th Grade Basketball	4
Head Volleyball Coach	10
JV Volleyball Coach	6
Freshman Volleyball	5
MS Volleyball	4
Head Wrestling Coach	10

JV Wrestling Coach	6
MS Wrestling Coach	4
Head Baseball Coach	10
JV Baseball Coach	6
Head Softball Coach	10
JV Softball Coach	6
Head Boys Track Coach	10
Head Girls Track Coach	10
MS Track	
Boys	4
Girls	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 Director	7% per season (any teaching assignment in conjunction with this shall not exceed ½ time, i.e. 0.5 FTE's)
Mentor	3
Band Master	10 (8%/teacher if two)
Debate Coach	5
Department Chairperson	2
Youth in Government Advisor	6
Musical or All School Play	
Director	4
Music Director	3
Choreographer	1
Drama Class Production	1% per production (Max. 2%)
Pep Club	2-1/2% Fall; 2-1/2% Winter
Science Fair Coordinator	2 (Paid upon Completion)
School Newspaper advisor	4*
Varsity Club Advisor	5
Vocal Music Director	4
Yearbook Advisor/High School	4
Middle School	1
Senior Class Advisor	6
Junior Class Advisor	6
Sophomore Class Advisor	3
Freshman Class Advisor	3
Personal Curriculum Coordinator	3
National Honor Society	3
French Club	3
Science Olympiad H.S.	2
Olympiad M.S.	1
High School Student Council	6
Middle School Student Council	2

SADD	4
Peer Mediation	2
Crime Stoppers	3
Extra Class	Shall be compensated at a rate based on current Step of salary schedule. This rate will be broken down based on current day's assignment. (Example: 7 hour day = 1/7 rate of current salary Step.)
Supervision of Extra Curricular Activities	\$10.00/hour with the hours to be preapproved administratively.
Middle School/High School	
Quiz Bowl	1
Math Meet	1
Elementary	
Quiz Bowl	1
Math Meet	1
Student Council	1
Clue Me In	1
Yearbook	1
Young Authors	1
Coordinator of pre-established class/grade trip or camp	2
NCA Building Chair	2 (Unless otherwise compensated)
Drivers Education	\$14.50 per hour
Mileage	Per Board policy
Counselor (for work assigned before and after regular contract year)	\$20.00/hour
Computer Coordinator (K-12)	\$1,000 per year

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

**APPENDIX C
2008-2009 CALENDAR
WHITE PIGEON COMMUNITY CALENDAR**

August 25,26,27	Professional Development
September 1	No School – Labor Day
September 15	No School – Fair Day
November	Parent-Teachers Conferences (HS/MS) 6:00-9:00 pm
November 13	A.M. – Students
	P.M. – No School (Parent-Teacher Conf-Central)
November 14	No School
November 24-28	No School (Thanksgiving Break)
Dec. 22 – Jan. 2*	No School (Winter Break)
January 22,23	A.M. – Students
	P.M. – No Students (Records Day)
February 12-16	Mid-Winter Break
April 3	No School (Staff Development)
April 6-10	Spring Break
May 25	Memorial Day
May 29	Graduation
June 3,4	A.M. – Students (Last Day)
	P.M. – No School (Records Day)

APPENDIX D

**TABLE OF PAYMENT FOR EXTRA-DUTY ASSIGNMENT
CONTRACTS FOR 2007-2009 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	July	Aug.
Athletic Director			7%				7%			7%		
Athletic Trainer	8%	<i>no cost for football</i>		5%			5%					
Basketball (G)				1/4	1/4	1/2						
Cross Country	1/2	1/2										
Football	1/4	1/4	1/2									
Golf								1/2	1/2			
Basketball (B)				1/4	1/4	1/4	1/4					
M.S. Basketball (B)			1/2	1/2								
Cheerleading Advisor		1/4	1/4			1/4	1/4					
Volleyball		1/2	1/2									
Wrestling				1/4	1/4	1/4	1/4					
Baseball								1/2	1/2			
Softball								1/2	1/2			
M.S. Track (B & G)								1/2	1/2			
Track (B & G)								1/4	1/4	1/2		
M.S. Track (B & G)								1/2	1/2			
Summer Band										1/2	1/2	
M.S. basketball (G)					1/2	1/2						

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 should be used for important and urgent matters which cannot be handled outside school hours. "

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: _____

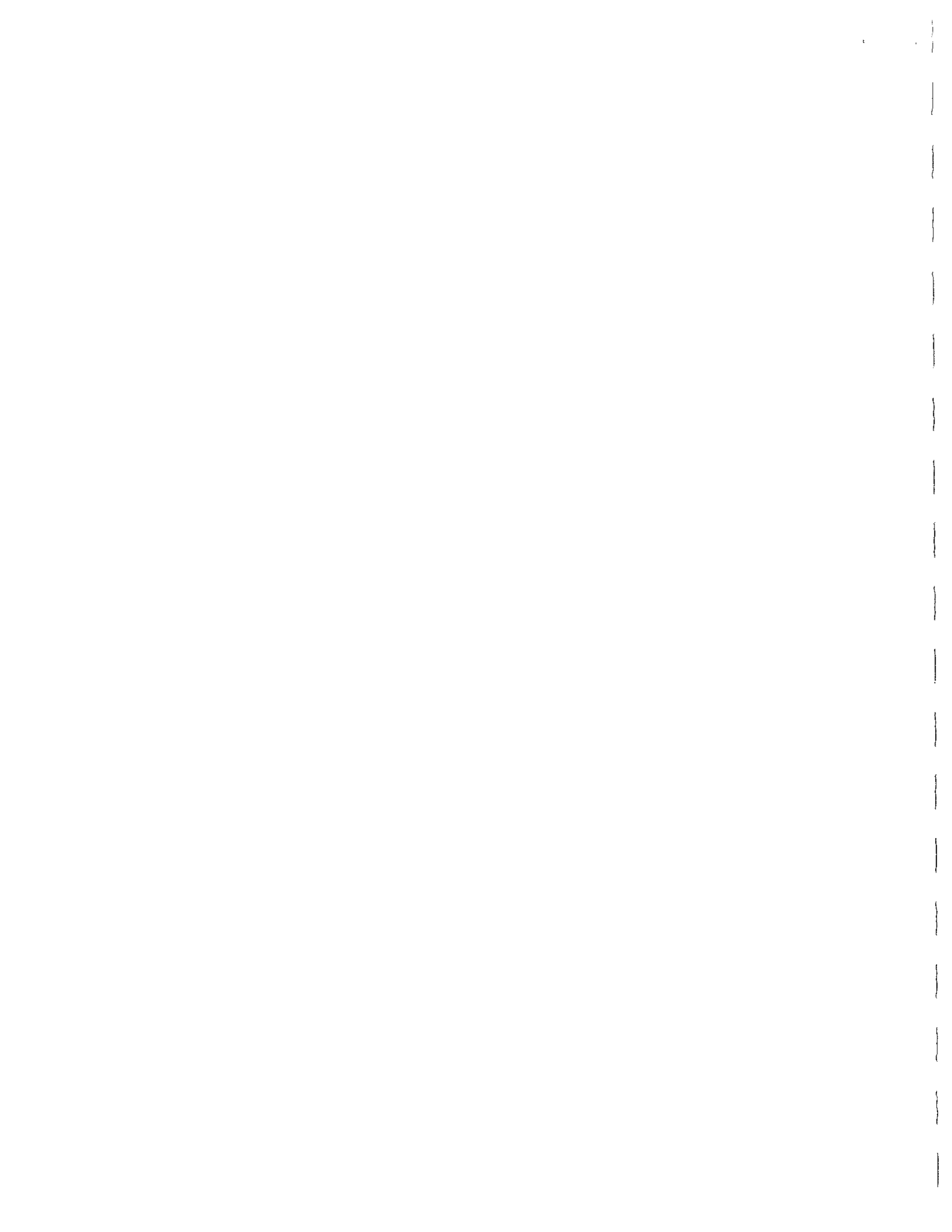
HOURS WORKED: _____ RATE PER HOUR: _____

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 \_\_\_\_\_

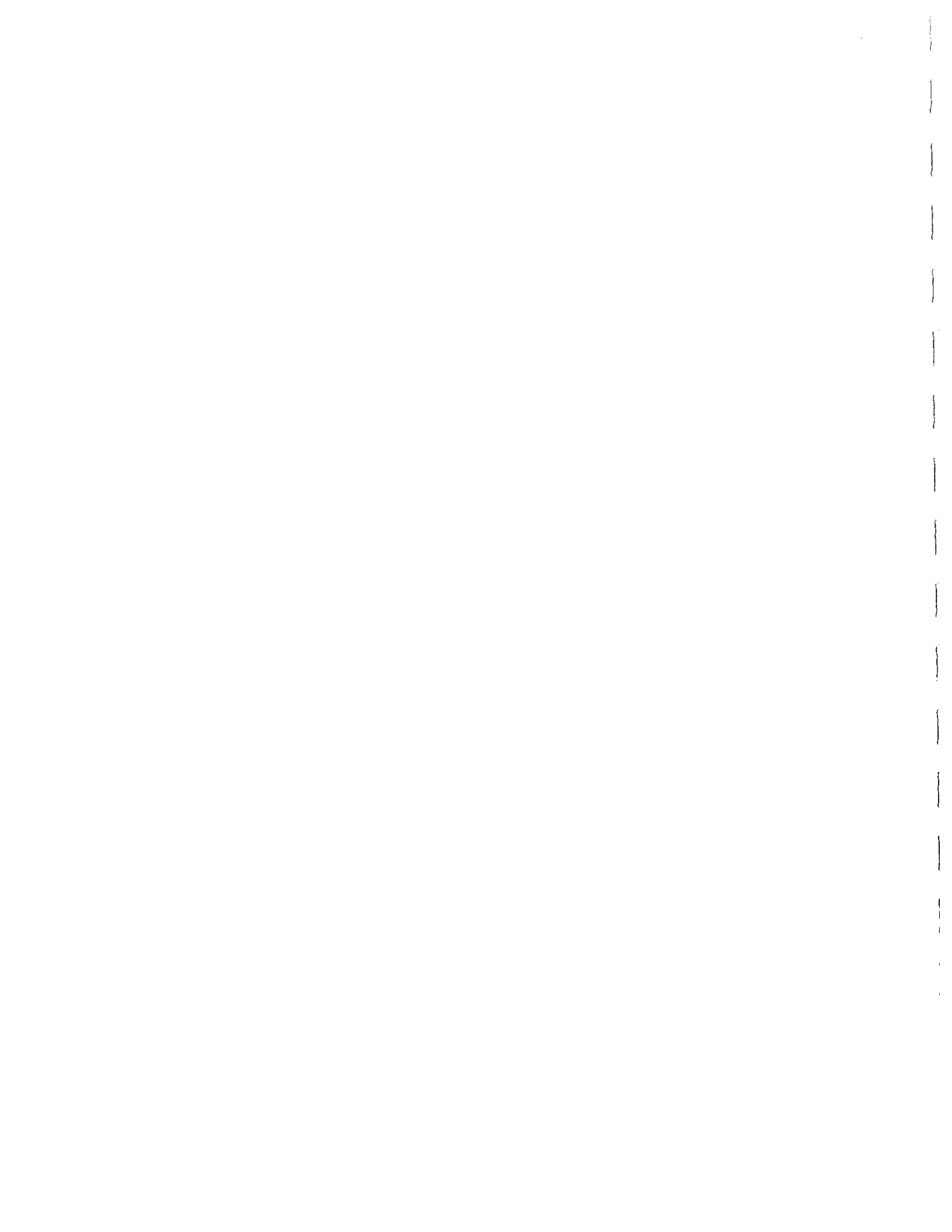
REASON FOR CHECK \_\_\_\_\_

NAME OF CLASS OF CLUB \_\_\_\_\_

CHECK NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

NEW BALANCE OF ACCOUNT \_\_\_\_\_



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 full-time 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.

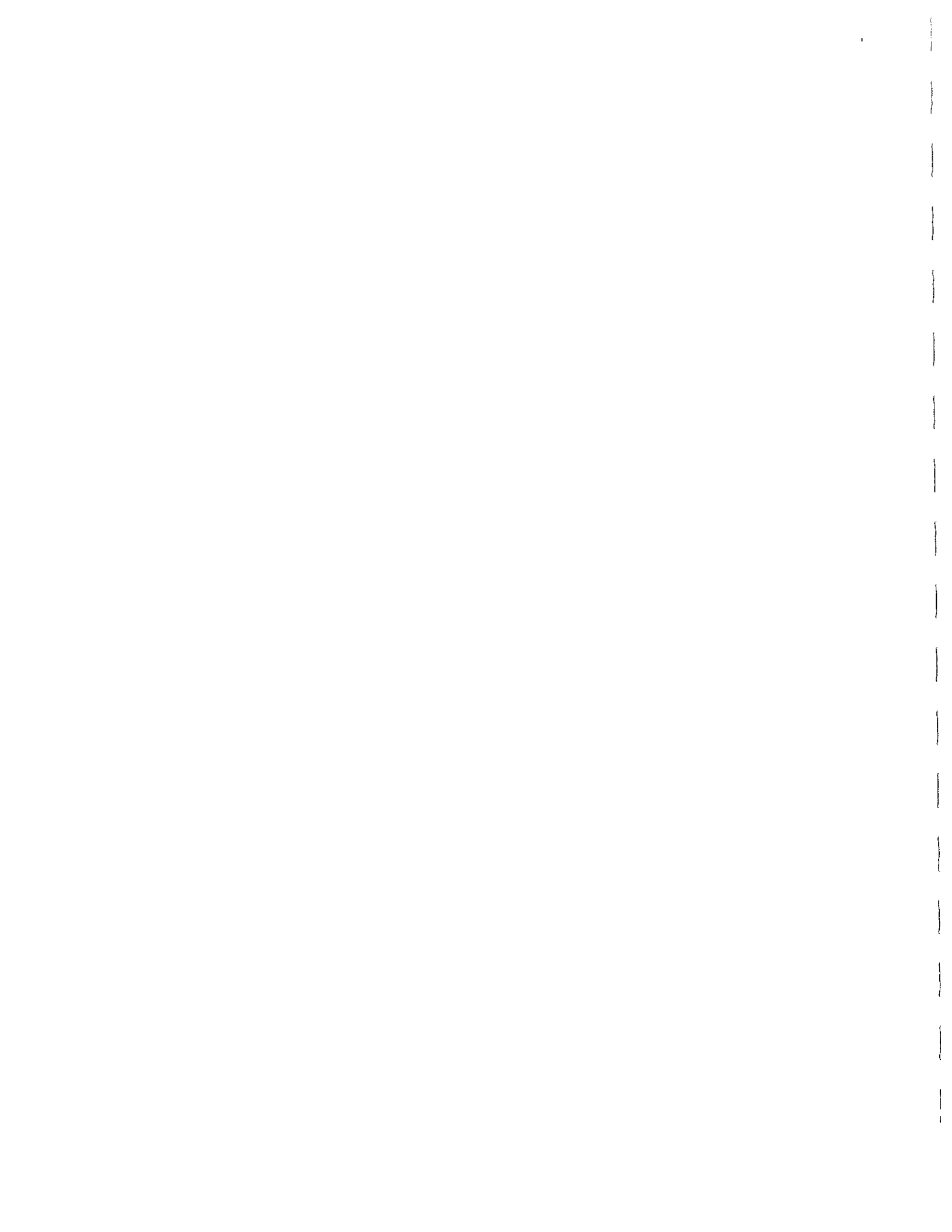
Signed this \_\_\_\_\_ day of \_\_\_\_\_

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 \_\_\_\_\_



**GRIEVANCE REPORT FORM**

|                                  |                       |                         |
|----------------------------------|-----------------------|-------------------------|
| Grievance # _____                | School District _____ | Distribution of Form    |
| <b>GRIEVANCE REPORT</b>          |                       | 1. Superintendent       |
| Submit to Principal in Duplicate |                       | 2. Principal            |
|                                  |                       | 3. Association          |
|                                  |                       | 4. Teacher              |
| <u>Building</u>                  | <u>Assignment</u>     | <u>Name of Grievant</u> |
|                                  |                       | <u>Date Filed</u>       |

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

C. Disposition by Principal: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

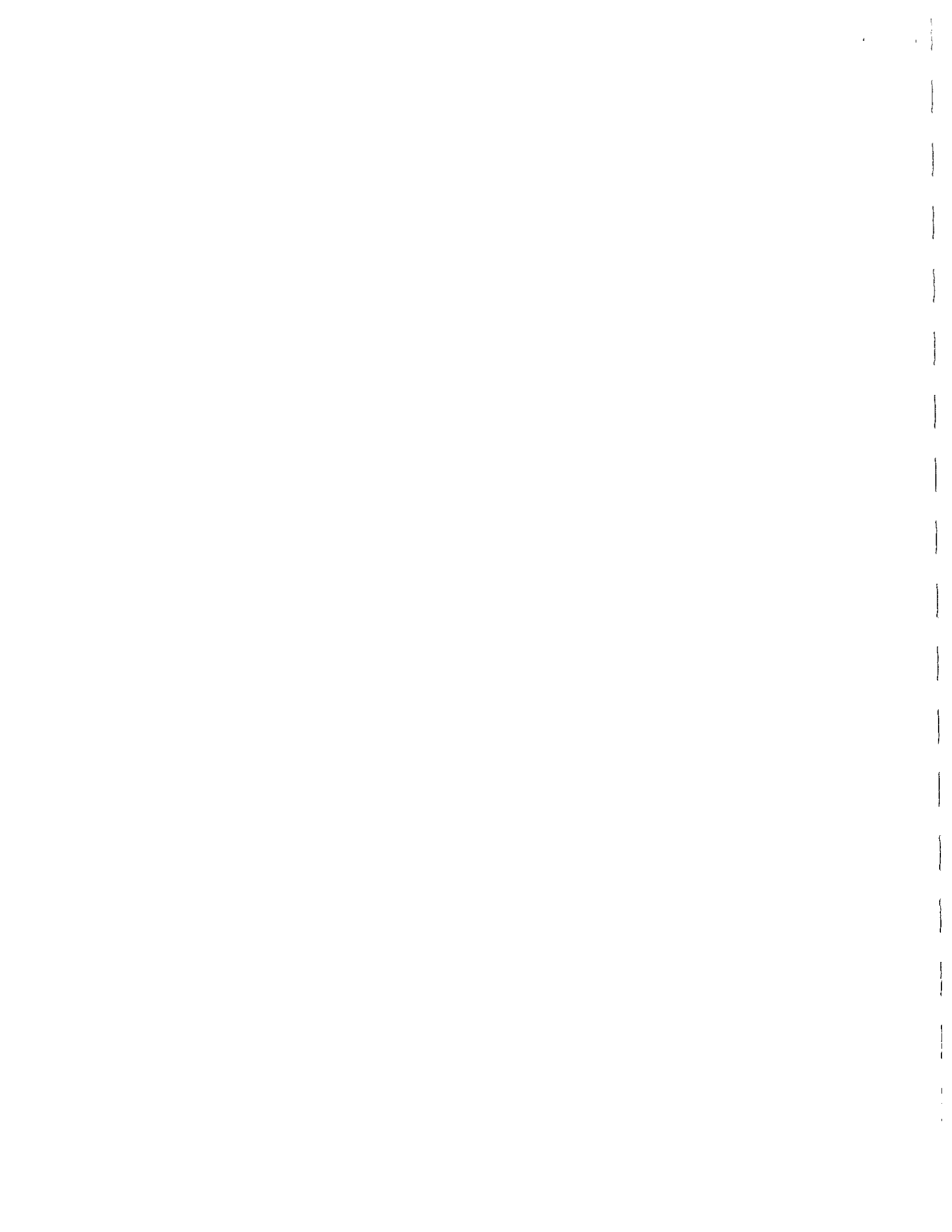
D. Position of Grievant and/or Association: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

NOTE: If additional space is needed attach an additional sheet.

CONTINUED





GRIEVANCE 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

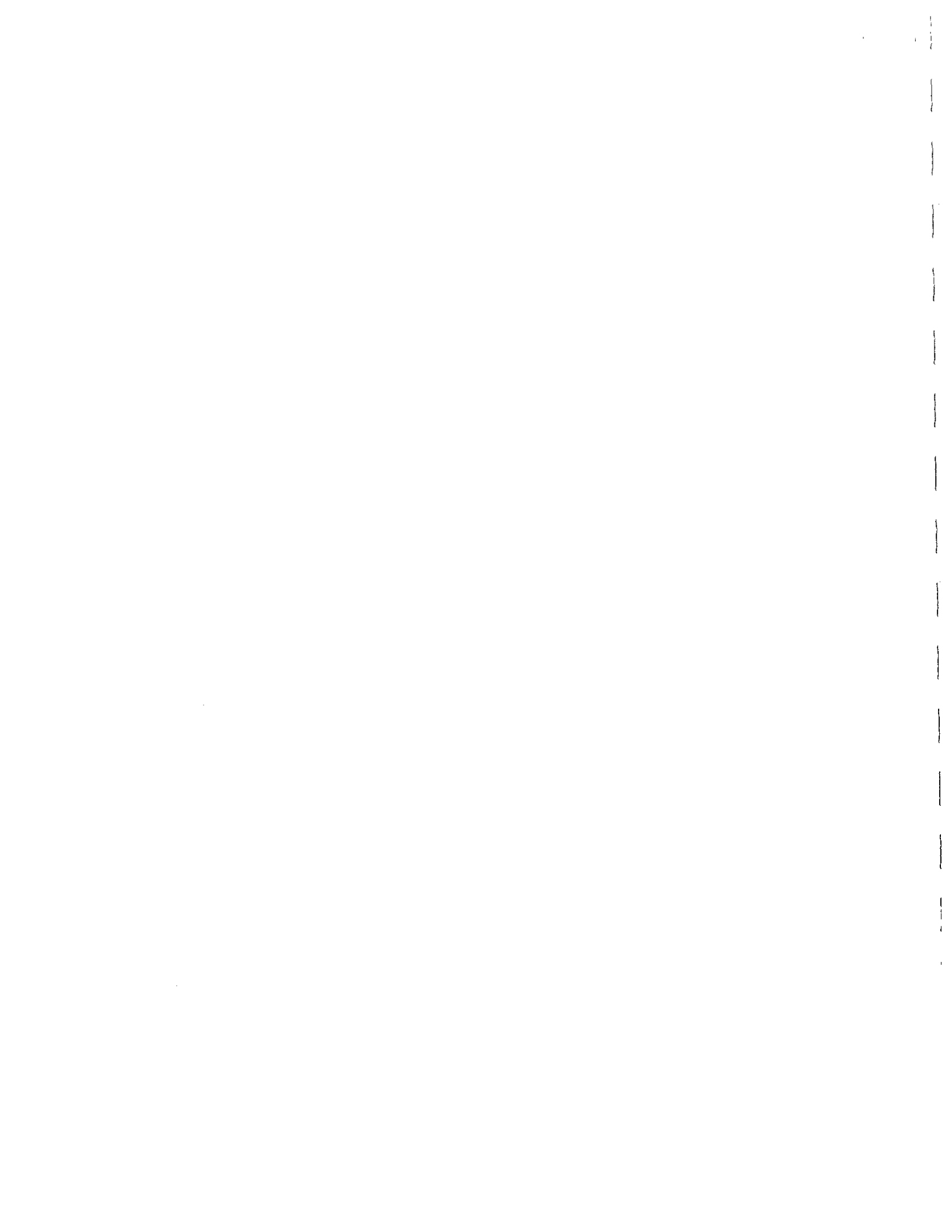
\_\_\_\_\_  
Date

Step III

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_



**WHITE PIGEON COMMUNITY SCHOOLS**

**TEACHER OBSERVATION**

Teacher: \_\_\_\_\_ Class \_\_\_\_\_  
           Last Name           First                           M.

School \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

**EDUCATIONAL PRACTICES  
& PROCEDURES**

**STUDENT-TEACHER  
RELATIONSHIP**

- \_\_\_ Demonstrates sufficient mastery of content
- \_\_\_ Makes effective use of a variety of methods/materials
- \_\_\_ Makes clear, practical demonstrations and/or explanation
- \_\_\_ Provides for active student participation in lessons
- \_\_\_ Provides interesting and adequate modeling, examples, and reinforcement
- \_\_\_ Varies procedures and modifies curriculum when working with pupils of varying abilities
- \_\_\_ Formulates goals and objectives
- \_\_\_ Objectives effectively taught

- \_\_\_ Creates a friendly and respectful teacher-pupil relationship
- \_\_\_ Has positive expectations that all students will be successful
- \_\_\_ Uses positive statements to students in the learning situation
- \_\_\_ Acknowledges efforts of students of varying abilities while guiding them to the "right" response
- \_\_\_ Provides support to students as needed
- \_\_\_ Consistently fair and impartial
- \_\_\_ Demonstrates commitment to students' well-being and their learning

**CLASSROOM MANAGEMENT &  
ENVIRONMENT**

**RELATIONSHIP TO SCHOOL &  
PARENTS**

- \_\_\_ Classroom arrangement and displays are neat, attractive, and conducive to learning
- \_\_\_ Establishes procedures and routines for a well structured classroom
- \_\_\_ Maintains pupil interest and attention
- \_\_\_ Maintains consistent and responsible control
- \_\_\_ Handles problems of discipline effectively – a Discipline plan is evident
- \_\_\_ Keeps students actively involved and on task

- \_\_\_ Discrete and professional in communication
- \_\_\_ Willingness to perform on committees and other extracurricular functions
- \_\_\_ Prompt and accurate with reports
- \_\_\_ Demonstrates commitment to establish programs, policies, and procedures
- \_\_\_ Effective relationships with staff, administration, and all other personnel
- \_\_\_ Follows proper procedures in making suggestions, complaints, and requests
- \_\_\_ Communicates and works well with parents

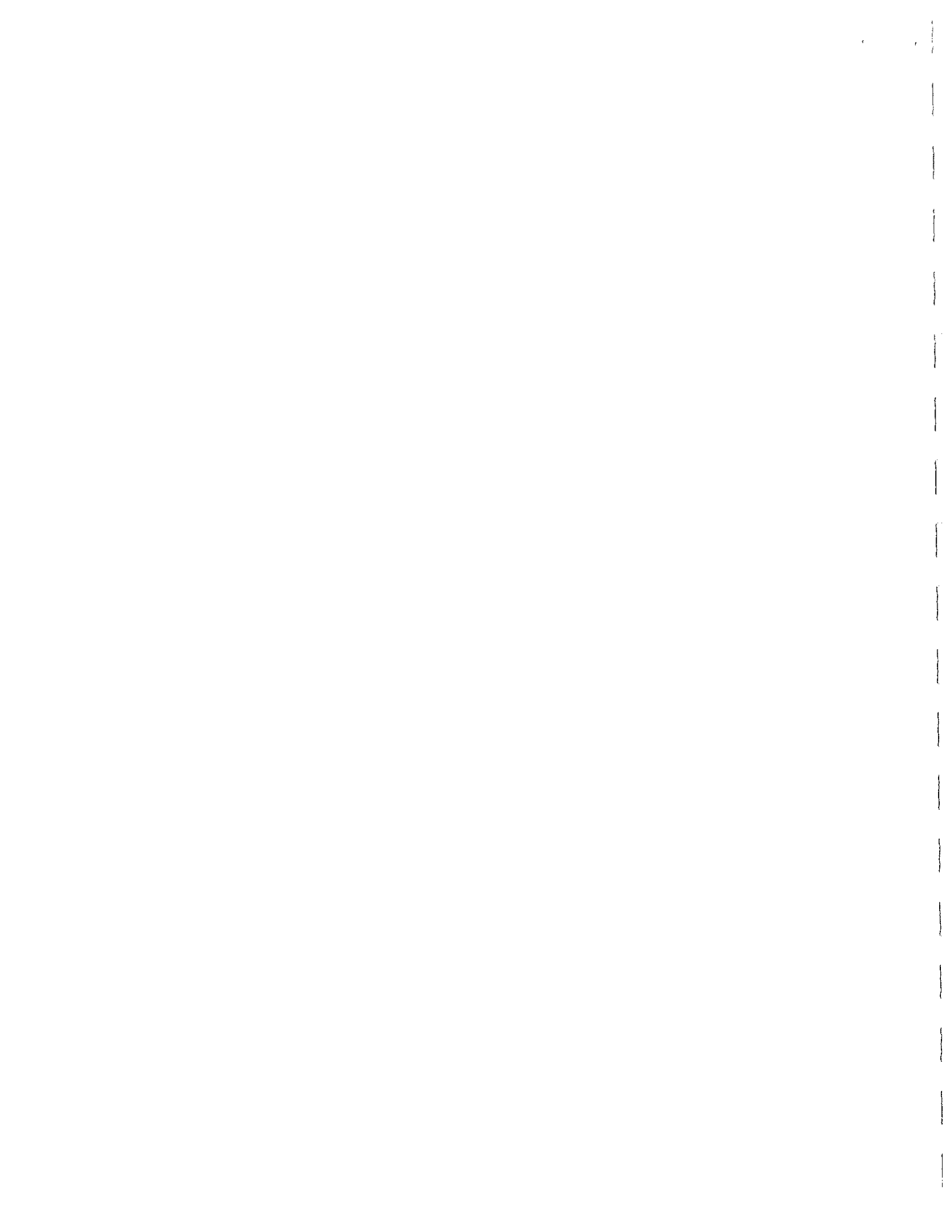
**PERSONAL ATTRIBUTES**

**OVERALL RATING**

- \_\_\_ Accepts constructive criticism
- \_\_\_ Exhibits poise, voice control, and tact
- \_\_\_ Consistently well-groomed and neat in appearance
- \_\_\_ Uses good oral and written language
- \_\_\_ Is industrious and show initiative
- \_\_\_ Seeks advice and help
- \_\_\_ Demonstrates acceptance to change
- \_\_\_ Assumes responsibility for professional growth

Rating Code: E – Exceeds Expectations\*  
                   M – Meets Expectations  
                   I – Improvement Needed\*  
                   U – Unsatisfactory

(\*) Needs explanation in comment section



**WHITE PIGEON COMMUNITY SCHOOLS**

Comments by Evaluator:

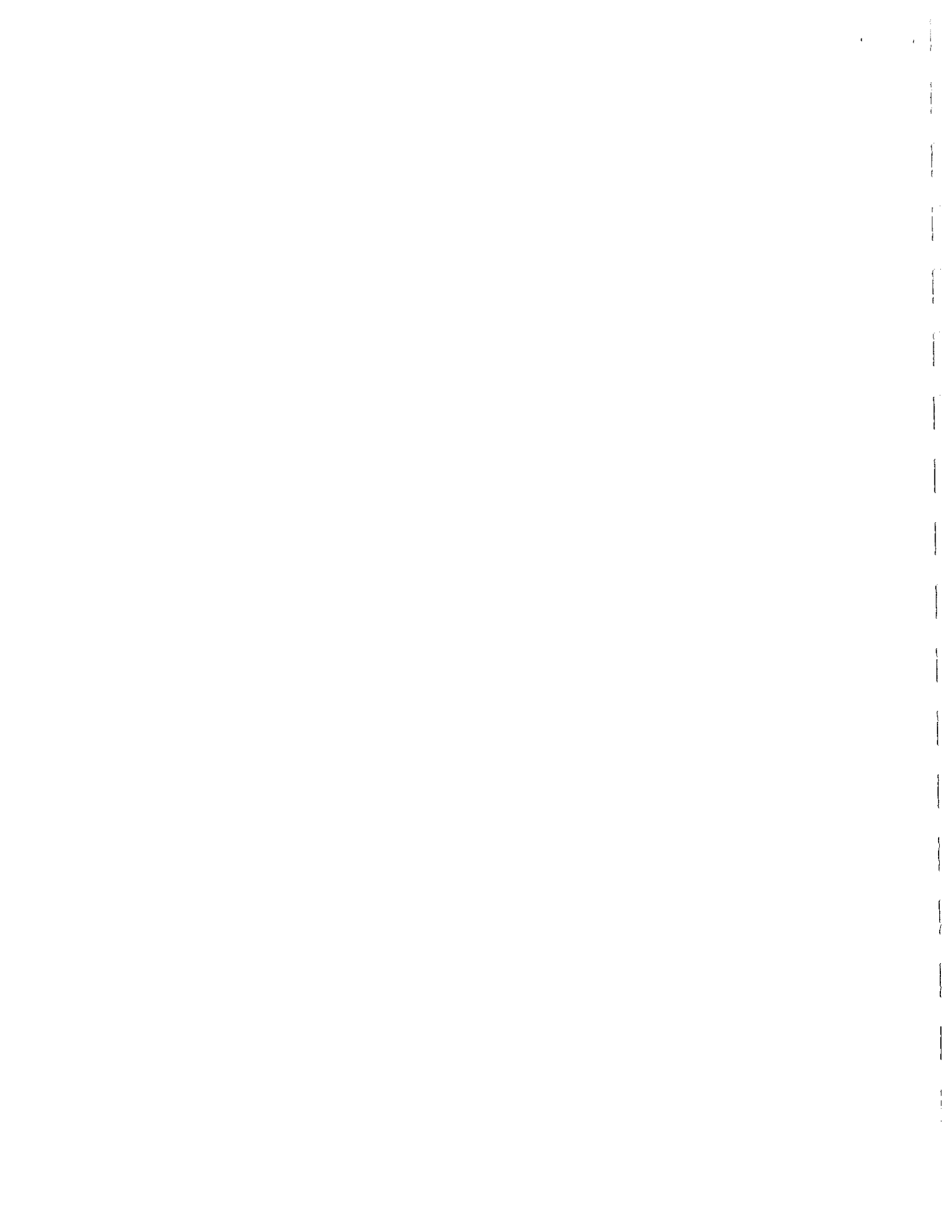
Comments by Teacher (as appropriate):

\_\_\_\_\_  
Signature of Teacher Receiving Copy of Report

\_\_\_\_\_  
Signature of Person Making Evaluation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**TEACHER**  
**INDIVIDUAL DEVELOPMENT PLAN**

Name: \_\_\_\_\_

Teacher Status: \_\_\_\_\_ Probationary \_\_\_\_\_ Tenure

\_\_\_\_\_  
(Teacher's signature) Date

\_\_\_\_\_  
(Principal's Signature) Date

Points of emphasis include:

1. Planning and Organization
2. Presentation and delivery of curriculum which results in student learning
3. Demonstrates mastery of the content area
4. Positive relationships with students, parents, staff and administration
5. Professional conduct

GOAL 1:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

Administrative Support: \_\_\_\_\_

GOAL 2:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

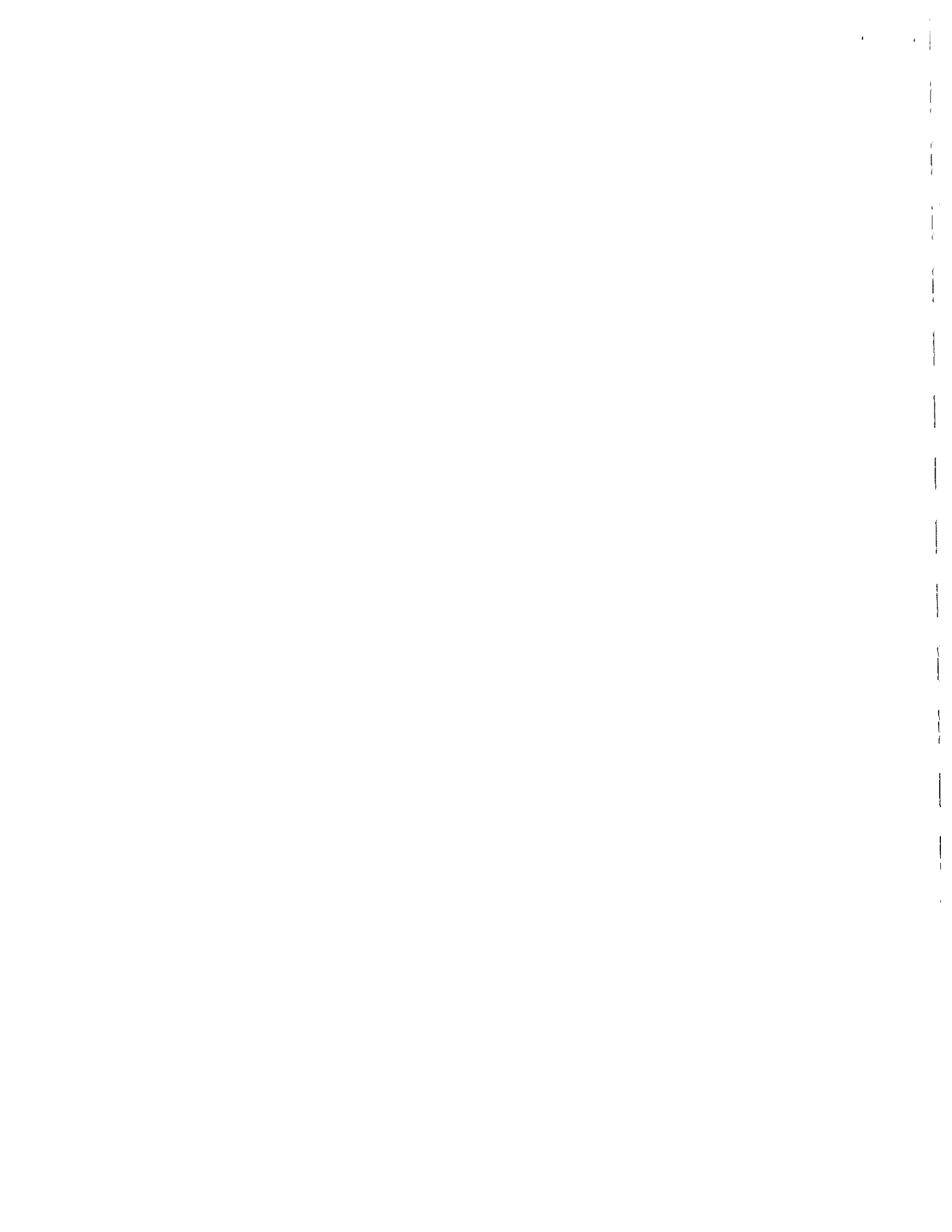
Administrative Support: \_\_\_\_\_

GOAL 3:

Purpose of Goal: \_\_\_\_\_

Teacher Plan: \_\_\_\_\_

Administrative Support: \_\_\_\_\_





WHITE PIGEON COMMUNITY SCHOOLS

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. Encourage creativity.....
- F. Stimulates independent and critical thinking.....
- G. Uses test results and other student responses to assess instructional effectiveness.....

Areas of strength \_\_\_\_\_

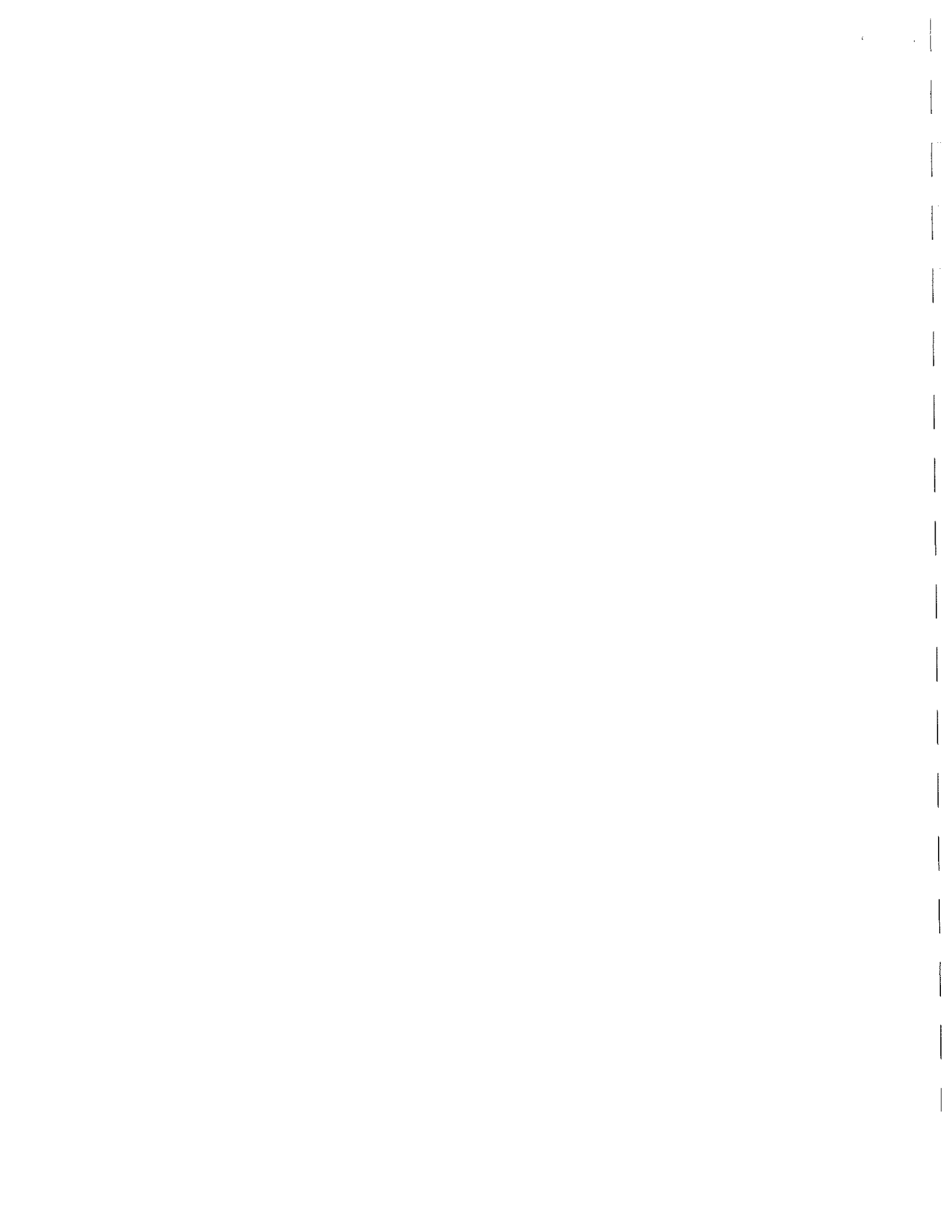
Areas of concern \_\_\_\_\_

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 student 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.....

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Areas of concern.....

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**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.....

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Area of concern.....

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**6. HOME AND SCHOOL RELATIONSHIPS**

- A. Recognizes the value of personal conference with parents and is sensitive to and considerate of 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.....

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Areas of concern.....

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**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.....

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Areas of concern.....

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**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.....

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Areas of concern.....

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**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.....

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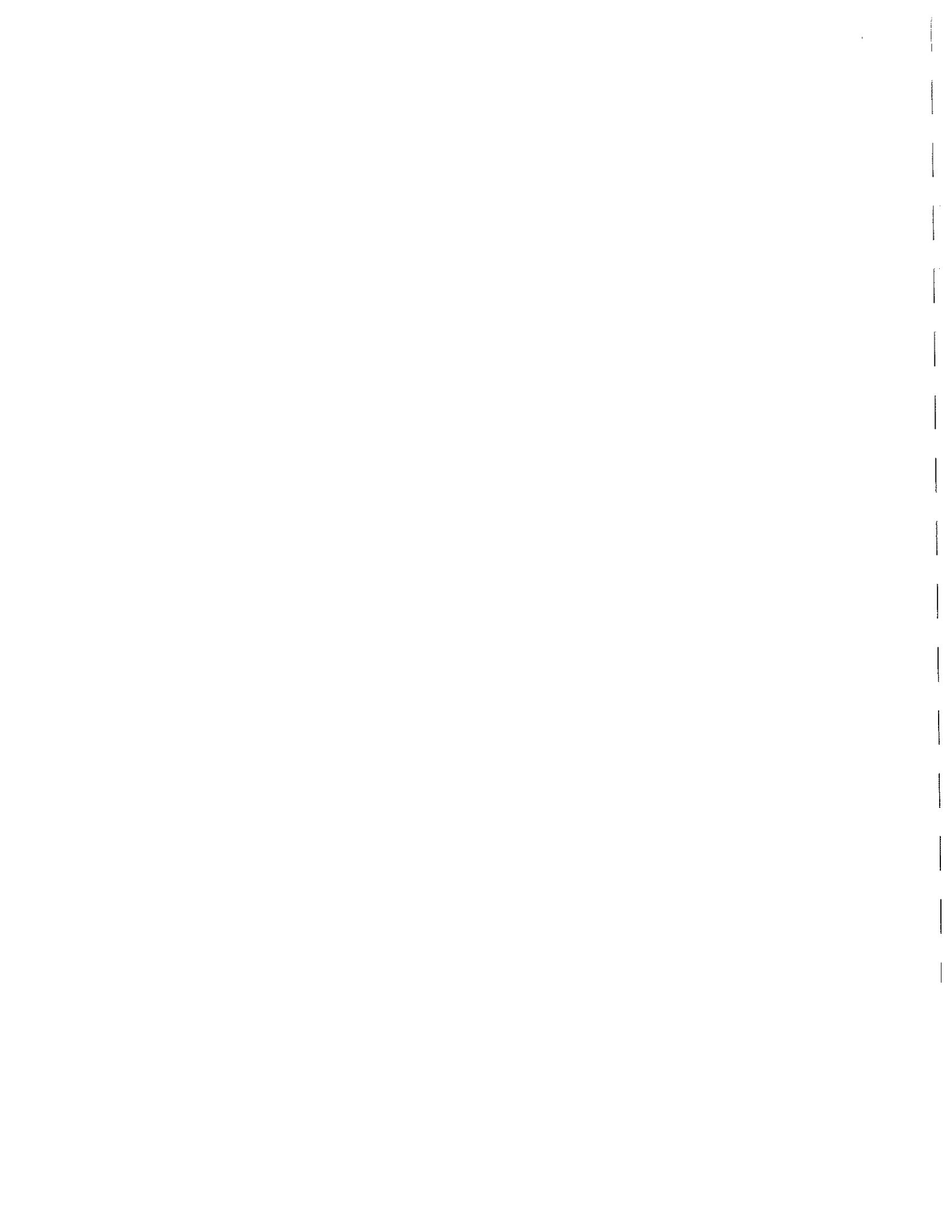
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Areas of concern.....

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Evaluator's Comments/Recommendation:

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Teacher's Comments:

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Evaluator's Recommendation:

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Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

Mutually Agreed Upon Goals (optional)

Goals:

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Criteria for measuring Attainment:

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Comments:

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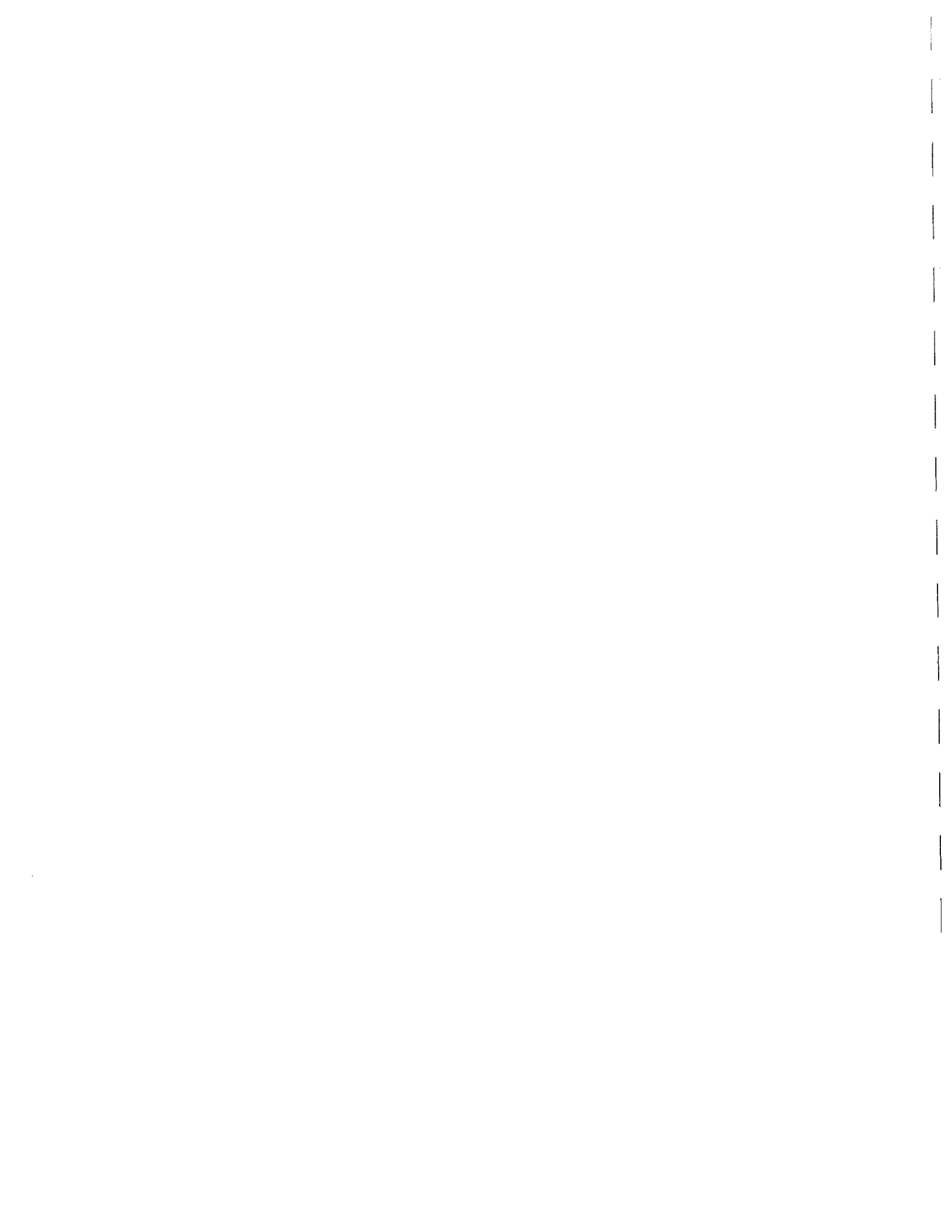
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Date for Re-assessment \_\_\_\_\_



REQUEST FOR UNPAID FMLA LEAVE

(to be filed at least thirty (30) days in advance of foreseeable leave; otherwise, as soon as practicable)

Employee's Name: \_\_\_\_\_ Position: \_\_\_\_\_

Building: \_\_\_\_\_

I hereby request FMLA leave from \_\_\_\_\_ to \_\_\_\_\_ for (circle one):

- A. The birth of a child and/or to care for the newborn child within one (1) year of the child's birth;
- B. The placement of an adopted child or foster child with you and/or to care for the newly placed child within one (1) year of the child's arrival;
- C. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
- D. The employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act).

Explain the reason for your request:

\_\_\_\_\_  
\_\_\_\_\_

Does employee's spouse work for the District?            Yes    No

Would an intermittent or reduced leave schedule meet your needs?

Yes    No

If yes, specify a schedule that would meet your needs:

\_\_\_\_\_

Note: A FMLA leave request based on the employee's serious health condition or the serious health condition of an immediate family member must be accompanied by Form 3430.01 F2 - Medical Certification from Health Care Provider.

I hereby authorize the Board of Education to contact my health care provider to verify the reason for my requested FMLA leave or for any other information concerning said leave. I further agree to complete a HIPAA-compliant authorization upon request by the Board of Education, its designee, or my health care provider permitting the health care provider to disclose protected health information to the Board of Education or its designee in connection with this request for FMLA leave.

I understand that a failure to return to work at the end of my FMLA leave may be treated as a resignation unless an extension of FMLA leave has been agreed upon and approved in writing by the Board of Education, or an additional unpaid leave is authorized by the Board and/or State law.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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**FOR OFFICE USE ONLY**

*Employee's accumulated personal leave, sick leave, and/or vacation leave:* \_\_\_\_\_

*Total unpaid leave, with benefits, employee entitled to:* \_\_\_\_\_

*Intermittent or reduced leave schedule and alternative position employee assigned to (if applicable):*

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29 U.S.C. 2601 et seq.