

August 17, 2026-June 30, 2028

MASTER AGREEMENT BETWEEN

THE WHITE CLOUD BOARD OF EDUCATION

AND

WHITE CLOUD EDUCATION ASSOCIATION (WCEA)

TABLE OF CONTENTS

ARTICLE I RECOGNITION	4-5
ARTICLE II TEACHER RIGHTS	6-7
ARTICLE III PROFESSIONAL COMPENSATION	8-10
ARTICLE IV TEACHING HOURS	11-15
ARTICLE V TEACHING CONDITIONS	16-19
ARTICLE VI VACANCIES AND TRANSFERS	20-22
ARTICLE VII LEAVES	23-27
ARTICLE VIII PROFESSIONAL REPRESENTATION AND EVALUATION FOR TEACHERS NOT SUBJECT TO THE TENURE ACT	28-33
ARTICLE IX TEACHER DISCIPLINE	34
ARTICLE X PROTECTION OF TEACHERS	35-36
ARTICLE XI NEGOTIATION PROCEDURE	37-38
ARTICLE XII PROFESSIONAL GRIEVANCE PROCEDURE	39-41
ARTICLE XIII MISCELLANEOUS PROVISIONS	42-43
ARTICLE XIV QUALIFICATIONS	44-45
ARTICLE XV PROFESSIONAL CONFERENCES	46
ARTICLE XVI JOB SHARING, SPLIT POSITIONS, AND REDUCED SCHEDULE	47-48
ARTICLE XVII DURATION OF AGREEMENT	49
SCHEDULE A BENEFITS	50-54
SCHEDULE A SALARY SCHEDULES	
2026-2027 SALARY SCHEDULE	55
2027-2028 SALARY SCHEDULE	56
SCHEDULE B EXTRA DUTY SALARY SCHEDULE	57-60
SCHEDULE C CLASS SIZE	61
APPENDIX A TEAMING CLASSROOM	62
APPENDIX B 2026-2027 CALENDAR	63
LETTER OF AGREEMENT: PROHIBITIVE SUBJECTS-RESTORED SUBJECTS OF BARGAINING	64
LETTER OF AGREEMENT: TECHNOLOGY COMMITTEE	65
LETTER OF AGREEMENT: ACADEMIC COACHING TIME	66
LETTER OF AGREEMENT: EXTRA DUTY OPPORTUNITIES	67

LETTER OF AGREEMENT: VOLUNTEERISM AND LEAVE CLARIFICATION 68-69
LETTER OF AGREEMENT: VIRTUAL SCHOOL TEACHER 70
LETTER OF AGREEMENT: INSTRUCTIONAL COACHES 71

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Public Employment Relations Act (PERA), MCL 423.201 et seq., for all professional certificated personnel including social worker(s) and counselor(s) excluding supervisory, executive personnel, substitutes, adult education, continuing education or high school completion teachers. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the revised school code or other applicable federal or state laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. Board Rights Clause - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

(1) to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;

(2) to hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; to promote and transfer all such employees; and to establish reasonable provisions for health, safety, and first aid.

(3) to establish grades and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(5) to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect

thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment.

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

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

(1) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

(2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

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

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

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

ARTICLE II

TEACHER RIGHTS

A. Pursuant to PERA, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board also agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board; or the teacher's institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school facilities for local Association business at all reasonable hours when said buildings are regularly open and staffed and when classes are not in session. When applicable, the Association shall follow building use procedures. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association which are in good taste either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for use in relation to official business of the employee organization and be signed by a designated employee organization official.

C. The Board agrees that it will, within ten (10) days of adoption, give the president of the Association written notification of changes in Board policy or adoption of new policies which might affect teachers or the Association. A copy of the Board policy shall be maintained on the District's web site at http://www.whitecloud.net.

D. At the beginning of every school year, the Association shall be credited with eight (8) leave days to be used by teachers who are representatives of the Association, such use to be at the discretion of the Association. The Board will not pay for the substitute teacher. The Association shall pay for all substitute teachers required when such officers take this leave, payment made upon billing the Association. Leaves may be denied if no substitutes are available. The Association shall reimburse the District on a current rate basis those sums paid to the Office of Retirement Services for all Association release time.

E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no lawful religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such personal conduct adversely affects his relationship

to students or the discharge of his contractual duties.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantage of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

G. Non-Certified Bargaining Unit Members

1. Non-certified bargaining unit members are defined as bargaining unit members who are not eligible for tenure under the Michigan Teacher Tenure Act (MCLA 38.71, et. seq.; MSA 15.1971, et. seq.) for purposes of this provision.

2. A non-certified bargaining unit member may, upon initial employment with the District, be required to serve a probationary period not to exceed four (4) calendar years from his/her anniversary date of employment. If a non-certified bargaining unit member works a partial school year, such periods shall be aggregated for purposes of computing the four-year probationary period.

3. During the first year of a non-certified bargaining unit member's probationary period the district will provide a mentor for the bargaining unit member as outlined in the Mentor section (Article 15) of this agreement.

4. Non-certified bargaining unit members shall be considered probationary under the terms of this Agreement until the end of the probationary period outlined above.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement.

B. The school year shall consist of 180 instruction days that include at least 1098 but no more than 1108 student contact hours plus 30 additional hours for teachers to be used as follows: professional development days, faculty meetings (1-hour long), parent-teacher conferences, and district in-service days. Each new teacher to the district and all non-tenured teachers shall also work one professional development day. The district may schedule additional voluntary in-service days, and teachers will be compensated at half each teacher's per diem rate.

In the event the State Legislature requires White Cloud Public Schools to schedule more than 180 student instruction days, or additional student contact time the school calendar shall be modified to address this requirement but within the current teacher work year and current student contact hours and without additional compensation for teachers. In the event that the state legislature requirements cannot be fulfilled as stated above, the parties will meet to negotiate any necessary modifications to the school day, teacher workday, and/or calendar. If rescheduling is necessary, the Association and Superintendent shall meet for the purpose of determining a schedule which will permit the school district to comply with the above laws and regulations so that no loss of State Aid is incurred by the district.

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

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

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

C. Salaries for some extra duties which require the teacher to devote time beyond the regular school day are established in Schedule B of the salary schedule.

D. The following legal holidays shall be observed, and all schools will be closed:

Labor Day, Christmas Day, Good Friday, Thanksgiving Day, New Year's Day, and Memorial Day.

E. Whenever a teacher is requested by the Board to perform duties of the Association during regular school hours, the teacher shall be released from regular duties without loss of pay.

F. New Hires - Teacher placement on the salary schedule will be based on the level of training and the years of teaching experience. The years of teaching experience granted at the time of hire will be at the discretion of the Superintendent. Consideration may also be given, at the discretion of the Superintendent for military service and work experience outside the teaching assignment. At the time of hire, consideration shall be limited as follows: Military services -- 50% of actual service not to exceed two (2) years; related work experience --not to exceed fifteen (15) years.

G. Whenever a teacher is requested by the administration and performs duties in addition to the above scheduled workdays, he/she shall be paid at the per diem rate. Daily per diem shall be defined as the teacher's salary, excluding any extra duty (Schedule B) compensation divided by the number of teacher work days agreed to in the current school year calendar (see Appendix E). Hourly per diem shall be defined as the teacher's salary, excluding any extra duty (Schedule B) compensation, divided by the teacher's annual scheduled work hours per the calendar (Appendix E) and based on the teacher's work day as outlined in this Agreement

H. The first pay date shall not be later than two weeks following the 26th pay of the previous contract year: all following pays are to be made on a biweekly basis. At the close of the school year, teachers shall inform the business office of their summer address.

I. When any teacher signs his/her individual contract for Schedule B duties, he/she will receive their payment in a lump sum upon completion of the Schedule B activity. All individual Schedule B contracts shall be separate from individual Schedule A contracts and shall be issued prior to the start of the activity.

J. The parties recognize that it is to everyone's advantage to issue individual contracts within thirty (30) days of ratification of the contract.

K. Prior to November 1 of each year, the Superintendent and/or Business Manager shall meet with the Association president, head negotiator and treasurer to verify all salaries (including Schedule B), and fringe benefits of all bargaining unit members. Any errors found shall be corrected at the earliest possible convenience, but in no case later than December 31.

L. Whenever a member of this bargaining unit is hired after the effective first working day of the school year, the Association president, head negotiator and treasurer or other representatives designated by the president shall meet with the Superintendent or designee and the new teacher to verify salary (including Schedule B), and fringe benefits. Such meetings shall be held within ten (10) workdays after the Association requests the meeting.

Teachers needed on a temporary basis of at least sixty (60) consecutive school days to complete another teacher's contract term shall be placed on the appropriate step of the salary schedule for the duration of that assignment.

M. Whenever any lump sum payment other than regular wages is made to any teacher, the payment shall be treated as supplemental wages subject to withholding tax. (Current IRS Supplemental Wage Policy.)

ARTICLE IV

TEACHING HOURS

A. The Board agrees at all times utilize a substitute management software platform as an active registry of qualified substitute teachers. Teachers shall be informed of the substitute management system and must report absences through the District provided system (via mobile app, website, or phone) as early as possible, but no later than 7:00 a.m. on the day of the absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The daily schedule for teachers in the White Cloud system shall be as follows:

(1) Elementary teachers (K-5) will report to classrooms six (6) minutes before the beginning of classes. Elementary teachers will be provided a minimum of fifty-four (54) minute preparation time each day. Every teacher will get at least one block of daily planning time during "specials", additional planning time shall be scheduled and shall include no more than one (1) five (5) minute or less block of time. The district shall furnish teachers who will provide "special" instruction for students in areas determined by the Board. Teachers will be permitted to utilize the time when students are receiving "special" instruction as a preparation period. Each teacher will also receive a 30-minute duty free lunch period.

(2) An "hour" in grades K-12 shall be an instruction period of not less than thirty (30) minutes nor more than seventy-five (75) minutes.

(3) 6-12 complex teachers will report to classrooms six (6) minutes before the beginning of classes. Teachers will teach 6 class periods of no more than 54 minutes in length daily. A daily prep period of 54 minutes will also be scheduled for each teacher. Each teacher will also receive a 30-minute duty free lunch period each day.

(4) The teacher workday shall conclude 5 minutes following the conclusion of the student day in the building of assignment.

(5) Teachers shall not be required to teach more than two times in a week during their planning or preparation periods.

a. Teachers who agree to substitute for another teacher during their regular preparation period shall be paid at the agreed upon hourly rate and prorated to the next nearest quarter hour. Said teacher shall also have the option to refuse to substitute without personal or professional penalty. If additional substitutes are needed, the principal may require teachers to substitute on a rotating basis beginning with the least senior teacher available. If only one teacher is assigned to a preparation period that teacher will be assigned in rotation with the building counselor and social worker. Teachers shall not

be required to substitute more than two (2) times per week.

b. The teacher shall receive substitute pay in their regular paycheck upon completion of their timecard.

(6) Any teacher that teaches in more than one (1) building shall arrive and be released according to the time schedule of the building in which he/she concludes his/her day, unless that teacher and the administration mutually agree to one of the other time schedules.

(7) On the last day of school preceding summer vacation, teachers may leave their building when his/her records are completed and checked out by the building principal.

(8) Permission to leave campus may be granted by the building principal.

(9) A teacher's duty-free lunch shall be specific to the time assigned on the teacher's regular schedule.

(10) A part-time teacher shall be given a prorated planning time/preparation period and paid a prorated portion of the teacher's regular rate of pay for that pro rata planning time/preparation period. This planning time/preparation period shall be prorated on a percentage basis equal to the percentage of a full teaching load that the teacher teaches as outlined in the Master Agreement.

(11) A part-time teacher shall remain within the teacher's assigned building for the entire preparation period unless other arrangements are made in advance with the teacher's administrator per the terms of the Master Agreement.

(12) Teachers shall not be required to supervise students during recess, lunch, or preparation periods except in the event of an emergency such as: lockdowns; bomb threats; fire emergency; tornado emergency; or a non- scheduled fire or tornado drill. This provision applies to junior high and high school teachers as well as elementary in emergency situations referenced above.

C. The Association agrees that the management of the students before, during and immediately after the school day is an integral part of every teacher's duty and further agrees to cooperate with the building principal in effective action to promote conditions inside and outside of the school which are conducive to good discipline. It shall be the responsibility of each teacher to be informed of the Board policy statement regarding the discipline and conduct of pupils.

D. Teachers will not be required to sell tickets at athletic contests. If requested, teachers may agree to assume the extra duty of supervising lunchroom and recess duties and will

be compensated at the agreed upon hourly rate. This rate shall also be applicable when

elementary teachers are assigned responsibilities at lunch during an emergency situation that requires the presence of the teacher; and when bargaining unit members are requested by the administration to supervise after school.

E. Assemblies called by the building principals will be considered a class period.

F. It is further recognized and agreed that a preparation period is to be used solely in furtherance of performance of the teacher's professional and curricular responsibilities for the school district, including meeting with parents and conducting IEP's. Teachers shall remain within school facilities during their preparation period unless otherwise specifically excused in advance by the building principal.

G. (1) Attempts shall be made to schedule IEPs during the regular school day. When this is not possible, IEPs may be scheduled immediately before or after school and the teacher shall participate unless otherwise excused by the building principal or Special Education Supervisor. Teachers will not be expected to attend IEPC's during a regularly scheduled duty-free lunch. Any IEP scheduled before or after regular school hours during a school year, the teacher will be paid at the established hourly rate. No teacher will be required to sign a final IEP document if the teacher was not present for the meeting.

(2) Special Education teachers employed by White Cloud Public schools are required to take responsibility to prepare and chair routine re-evaluation reviews.

a. These teachers will be trained during regular school hours prior to handling any IEPs of their own.
b. IEPs chaired by teachers shall be scheduled during the teacher's regular workday.
c. Special Education teachers are required to complete required paperwork and run the IEPs for students assigned to their case load for IEPs listed above. With administrative approval a teacher can be released from this requirement and the administrator will assign the required IDEA paperwork to another appropriately qualified special education professional.
d. Upon request submitted to a teacher's building administrator consideration will be made to provide the teacher adequate release time during the school day to prepare the necessary paperwork for and to chair the IEPs required above.
e. The district will support the special education teachers by:
    1. Setting up the meeting after confirming the availability of the teacher. (The Special Education secretary will coordinate and distribute notices of the meeting.)
    2. Providing the teacher with the IDEA software to assist in their completion of the IEP.
    3. Setup of the class schedule will continue to be the responsibility of the school counselor.

4. Make certain that the data and forms are returned to the Special Education office for finalization.

(3) All follow-up communication regarding the IEP will be the responsibility of the district.

Teachers who assume the responsibility to chair these meetings will not be responsible for the implementation of the recommendations beyond the normal teacher's role if the IEP relates to one of the teacher's students. The district will continue to be responsible for the implementation of the IEP and will continue to assume liability for the actions and deliberations of the IEP team. This provision does not exempt any teacher from their obligation to implement the IEP of students assigned to the teacher.

(4) The Special Education director, or other administrative staff, will continue to set up and chair all non-routine IEP meetings which include but are not limited to: all new student referrals; all students who transfer to White Cloud with an IEP; or any IEP conference that is anticipated to entail some unpredictable elements which may challenge the present program.

H. (1) Teachers may be required to participate up to one hour in one of the following: either a fall evening open house, spring honors program, or orientation.

(2) If a teacher must attend more than one parent-teacher conference because he/she works in more than one building, he/she will be paid at the agreed upon hourly rate.

I. Teachers who teach during their preparation period shall be paid for an additional class on a pro rata basis for all time taught.

All additional classes shall be posted per the posting procedure herein and should the district choose to utilize presently employed staff to teach the class, the most senior certified, and if applicable most effective, teacher applicant who is available to teach (scheduled to have a preparation period or not scheduled to teach a class during the time the additional class is needed) will be awarded the position. The Board may assign a non-tenured teacher to teach the class should no one volunteer.

Teaching staff shall not be required to travel from one building to another during their preparation period or duty-free lunchtime. If a teacher's preparation period is compromised by the teacher's work assignment, the teacher shall be compensated at the teacher's regular hourly per diem for all time the teacher is scheduled to overlap. Each affected teacher is to be paid through payroll at the end of each semester.

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

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

L. Completion of Medicaid forms:

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

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

M. Team Teaching:

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

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

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

ARTICLE V

TEACHING CONDITIONS

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

(1) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered whenever possible to meet the optimum standards as set forth in Schedule C, attached to and incorporated into this Agreement. The date for determining class size and class load shall be the official State Pupil Count day.

(2) Every effort will be made to equitably distribute students who are included in a regular education classroom for all or part of a day as part of an IEP inclusive education plan, or 504 Plan, among classrooms at that grade level or subject area unless a teacher, or teachers, voluntarily agree to a different arrangement. Upon a teacher's request in the event of an inequitable distribution the administration will work to redistribute students.

(3) No class shall exceed the number of students that can be accommodated by the facility.

a. If the number of students exceeds thirty-one (31) in any class, the affected teacher will be paid an additional stipend for each student in excess of thirty-one (31) of $8.00 per day.

b. The above stipend shall be prorated on the basis of an instructional hour as set forth in Article IV (B). In a teaming situation, any team teacher with an overload (more than the maximum number of students listed below) on that teacher's class list will be paid overage pay as outlined below. The teamed teachers will equally share (split) the overage pay for any assigned student(s) that exceed the joint teaming classroom maximum set below.

(i) Teaming teaching is defined as two or more certified teachers assigned to and actively sharing teaching duties for the same class for instructional purposes. For purposes here a paraprofessional and teacher assigned to the same classroom is not considered a team teaching assignment

(ii) In the elementary - voluntary teaming does not apply. Only assigned non-voluntary team teaching situations qualify for overages.

Elementary teaming assignments shall operate under the same rules for overage as Junior High/High School except overage numbers shall

be from the elementary Schedule C class numbers with 10 students assigned to special education teacher.

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

(iii) Junior High/High School - team teaching overage numbers:
General Education maximum - students on class list
Special Education maximum - 12 students on class list
Joint maximum - 40 students on class list (teachers split the overage for each student over 40)

c. Stipends for excess enrollments shall be paid to the teacher in a lump sum at the conclusion of each semester upon completion of all necessary paperwork. Teachers shall maintain accurate enrollment records which are subject to administrative verification prior to payment.

d. It is further understood that the thirty-one (31) student limit and above stipends are not applicable to traditional large group formats such as study hall, band, choir, and physical education and as specified in Schedule C.

e. If a teacher does not notify, in writing, the building principal of the class size overage by the pupil accounting day each semester, he/she shall not be eligible for stipend. Teachers shall be notified by the administration of each pupil accounting day. This subsection shall not preclude payment for overages occurring after pupil accounting days.

(4) Special Education classes shall comply with the rules and regulations established by the Special Education Code and the State Department of Education. The local association will participate in the development and any revision of the RESA plan.

a. If any bargaining unit member, in writing, advises the employer of a reasonable basis to believe problems exist in the implementation of a student's current IEP which are negatively impacting the student's educational progress, and/or impeding the learning progress of other students in the same placement, the bargaining unit member shall have the right to request a meeting of the building principal or special education director to discuss the problem and possible resolutions. The building principal or special education director shall submit a written response to the bargaining unit member's requests within 5 work days.

b. If the number of special education students assigned to a teacher exceeds the State Code, the teacher will be paid $8.00 per day for each additional student. (See Article 5 A 3b)

B. The Board will provide appropriate protective clothing of its selection for the teachers of industrial arts, art, biology, chemistry and physics and for such other teachers who, in the Board's opinion, may require it.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees to implement all such joint decisions. The Board agrees at all times to keep the schools properly equipped and maintained to the extent that funds exist to do so.

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

D. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities to accommodate staff needs, and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

E. Telephones will be installed in each building's faculty room for teachers' use in school or related business.

F. A vending machine for beverages for teachers' use may be installed in the faculty room at the request of the Association, the proceeds to be used as determined by the WCEA. Such installation shall be at no expense to the Board.

G. Parking facilities shall be made available to teachers for their use.

H. All employees can expect to work in a clean, safe, and healthy environment.

I. School Improvement Programs

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

J. Professional Assignments

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

Summer school shall be compensated according to the agreed upon hourly rate.

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

this contract.

K. When any program held at administrative direction requires the faculty of any school building to return to either building after the student day, the faculty of the building or buildings so involved shall be free to leave at the close of the student day. This provision does not preclude the right of the administration to hold faculty meetings. Mandatory faculty meetings will be scheduled in advance. Faculty meetings shall not extend beyond one hour. The meeting shall not start more than 15 minutes after the end of the student day.

L. Student health problems and injuries should be reported using the emergency protocol list.

M. Teachers shall not be responsible for the administration of medicine and/or any medically related or health related services or procedures. Emergency situations, when the life or safety of the student is at risk, may require that a teacher respond to the needs of the student.

ARTICLE VI

VACANCIES AND TRANSFERS

A. Transfers

(1) The word "transfer" shall mean a change in:

a. building assignment

b. grade level assignment in grades K-5

c. subject area assignment

d. non-classroom assignments, such as, guidance counselor, itinerant personnel, etc.

e. special education assignment, such as learning disability, emotionally impaired, etc.

(2) Involuntary transfers of teachers not subject to the tenure act may only be made for the following reasons:

a. The performance of the teacher has been unsatisfactory.

b. The effect of the transfer would be to avoid layoff of a teacher with greater seniority than another teacher who would otherwise not be laid off.

c. In the event additions to the curriculum are needed, and no certified and qualified teacher on staff applies for the position (s). In such a case, the Administration and Association will meet in an attempt to resolve the matter with a voluntary transfer. In the event a voluntary transfer is not possible, the least senior teacher satisfying the certification requirements (based on applicable federal or state law or regulation) may be involuntarily transferred for that year.

d. With administrative approval, voluntary transfers may occur between two or more teachers if said teachers agree to the changes and the most senior teachers agree to the transfers. If any teacher involved in the transfers does not agree, it then becomes an involuntary transfer.

e. Where an involuntary transfer is necessary to satisfy state certification requirements.

B. Vacancies

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

(2) "Permanent vacancy" shall mean an open bargaining unit position not defined as a temporary vacancy and which the board intends to fill.

(3) The Board may post a temporary vacancy.

(4) Whenever any permanent vacancy exists, the Board shall publicize the same by posting the vacancy via the District's employee email system for a period of not less than seven (7) calendar days, with no less than five (5) workdays during the school year. A copy of the notice will be emailed to all staff including the president of the Association. In addition, posting of permanent vacancies which occur during the summer months shall be emailed to the Association president and to one other person in each building as designated by the Association. However, there shall be no obligation to post vacancies during the months of July and August; and the Board agrees not to fill vacancies in July and August until three (3) days after informing the Association president and any members who have informed the Superintendent's office, in writing by June 1, of interest in the type of potential opening (elementary, junior high and senior high, by subject area).

(5) Any teacher may apply for any permanent vacancy.

(6) The word "qualified" as used in this Article shall be defined in the terms of the following criteria:

a. certification
b. teaching experience
c. competency as indicated by evaluations
d. seniority – (only as a tie breaker if all factors are equal as defined in Michigan statute)
e. academic training

A less senior teacher not subject to the Michigan Teacher Tenure Act shall not be awarded the position unless his/her qualifications are substantially superior.

Upon request all bargaining unit members applying for such vacancies shall receive written documentation as to specific reasons why he/she did or did not receive the position.

(7) In filling a temporary vacancy for teachers not subject to the Michigan Teacher Tenure Act, the following provisions shall govern:

The vacancy shall be filled by recall of a qualified teacher on layoff from this school district. If there is no qualified teacher on layoff from this school district certified for the vacancy, the Board may fill the vacancy from any source.

(8) In filling a permanent vacancy for teachers not subject to the Michigan Teacher Tenure Act, the following provisions shall govern:

a. The vacancy shall be filled as indicated in subsection (5) above.

b. If the vacancy was not filled as indicated in subsection (5) above, the vacancy shall be filled by recall of a qualified teacher on layoff from the school district.

c. If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.

d. When filling vacancies, transferring or assigning class schedules, the employer shall attempt to place teachers who satisfy certification requirements of any applicable state and/or federal legislation or regulation related to the bargaining unit position at issue.

ARTICLE VII

LEAVES

Note Letter of Agreement

A. All teachers absent from duty on account of personal illness and/or disability for up to one (1) year as is necessary for complete recovery shall be assigned to the same position upon return from leave subject to and as required by state and federal law.

(1) The accumulated personal illness/disability days of a teacher shall be held in escrow for the duration of approved leaves of absence other than illness or disability.

(2) Absence due to or on account of, injury or illness incurred during the discharge of contractual duties (such as mumps, measles, chicken pox, head lice) shall be paid and shall not be charged against the teacher's paid leave days provided the leave is not more than ten (10) days.

(3) The Board shall pay the difference between workers' compensation payments and the teacher's pro rata contract salary in all compensable cases where the teacher is not able to continue work, said differential to be deducted on a pro rata basis from the teacher's accumulated sick leave.

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

(1) While the Earned Sick Time Act ("ESTA") is in effect, the first seventy-two (72) hours of leave may be used for any ESTA purpose.

(2) Personal illness and/or disability.

(3) Illness in the immediate family; the immediate family to be defined as including: mother, father, spouse, son or daughter, brother, sister, (including in-laws and step-family).

(4) A maximum of three (3) days per year when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care. The Superintendent may grant an additional two (2) days by administrative approval with denial of additional days grievable only to board level.

(5) Attendance at a ceremony awarding a degree or comparable award to a staff member for such portion of the day as is necessary.

(6) A maximum of three (3) days per school year for personal affairs. The reason for personal leave need not be revealed, but a teacher planning to use any personal leave shall obtain the approval of the building administrator at least one (1) day in advance. Approval for this leave of more than five (5) teachers for the same day

will be contingent on substitutes available to cover additional leaves.

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

(7) One (1) day for attendance at the school graduation of a son, daughter, husband or wife.

(8) Teachers may use a day of sick leave to attend the funeral service of a person whose relationship to the teacher warrants such attendance.

(9) Teachers shall be allowed to use up to five (5) days of sick leave for bereavement for each instance of a death in the immediate family; immediate family includes: mother, father, spouse, son or daughter, brother or sister, (including in-laws and step family), and grandparents. The Superintendent may authorize additional days.

(10) After the third consecutive day of absence, the Board may request a doctor's verification of any illness covering the length of absence for which the teacher is to be paid.

(11) If a teacher exhausts his/her accumulated paid leave prior to being eligible for long-term disability coverage as specified in Schedule A, each of the other teachers will be given the opportunity to donate one (1) of their accumulated days to said teacher in order to satisfy the required waiting period.

(12) Any sick leave accumulated in excess of sixty (60) days will be paid for at the rate of $60 per day up to a maximum of twelve (12) days per year or a maximum of fourteen (14) days where extra sick days are credited due to Act of God days in accordance with Article III Section B. Such payment will be made at the close of the fiscal year, before July 31.

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

(1) Absence when a teacher is called for jury service. A teacher called for jury service shall return to school as soon as practicable if the jury service does not require the teacher's presence for at least half the teacher's normal workday.

(2) Court appearance whenever the teacher is subpoenaed to attend any proceedings on the Board's behalf.

(3) Administration approved visitation at other schools or for attending education conferences or conventions, including Association meetings.

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

(1) Study related to the teacher's licensed field.

(2) Study to meet eligibility requirements for a license other than that held by the teacher.

(3) Study, research or special teaching assignment involving probable advantage to the school system.

(4) The Board reserves the right to approve or deny all requests for leaves under Section D.

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

E. Additional leave days otherwise not covered by the aforesaid provisions may be granted upon approval of the administration.

F. A maternity/paternity leave for up to one year shall be granted. Any leave time beyond the paid leave time as provided in the contract shall be without pay or payment of benefits by the Board. The teacher shall be entitled to return from such leave to another position at the beginning of the next school year if available or possibly at the beginning of the semester. The time of returning will be determined at the time the original leave is granted. Provided, further, that the maternity/paternity leave shall not exceed one (1) year. If applicable, such leave shall count toward the employee's annual FMLA entitlement.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

H. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay or Board-paid benefits for the purpose of performing duties for the Association for up to one (1) year.

I. The Board may grant a leave of absence without pay or Board-paid benefits to any teacher to campaign once for, or serve, a public office. Leaves of absence under this section shall be limited to one (1) term of office or one (1) campaign.

J. Child Care - An unpaid leave of absence without pay or Board-paid benefits as permitted by law of no more than one (1) year may be granted for the purpose of child care. The leave of absence for child care may be less than one (1) year, provided the date of return is

mutually agreed by the teacher and Board. When applicable, such leave shall count toward the employee's FMLA entitlement.

K. General Leave- An unpaid leave of absence without Board-paid benefits of no more than one (1) year may be granted for other reasons of a general nature.

L. Unpaid leaves may be extended for more than one (1) year approved by the Board.

M. All unpaid leaves from Section H-M shall be at the Board's discretion.

N. The Board may consider employment of a term substitute as a replacement for bargaining unit members taking leaves under this Article.

O. Leaves shall also be granted in accordance with the federal Family and Medical Leave Act.

(1) The Board may require medical verification of the employee's illness or that the family member's serious illness requires employee's presence and is consistent with the federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.

(2) The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery.

(a) If a teacher begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last a least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.

(b) If a teacher begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.

(c) If a teacher begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.

(3) The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium

payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

(4) Accrued paid leave as provided in Section B of this Article is concurrent with FMLA leave. FMLA taken for parental leave must be taken consecutively. The remainder of any leave time will be unpaid.

P. Voluntary contribution of sick days

(1) A teacher who believes that he/she may need additional sick leave beyond the teacher's current sick day accumulation for personal illness or injury and any associated recovery period may apply to the superintendent in writing requesting that a voluntary contribution letter be sent to all teachers asking for volunteers willing to contribute a sick day to the requesting staff member.

(2) Upon receipt of the request the superintendent's office will notify all staff via email that the named teacher is requesting voluntary contributions. The request will be for one sick day contribution per teacher and will have a notification deadline five work days from the time it is sent. All offers for voluntary contributions will be sent directly to the superintendent or designee.

(3) Only the number of sick days needed for recovery will be awarded to the requesting teacher and in the event that more days are voluntarily contributed than are needed, the secretary, or designee, of the WCEA will select the teachers by a voluntary lottery until the sufficient number of sick days are awarded.

(4) There is no assurance that an employee will receive any or all of the paid leave time requested through this process as this process is a voluntary process and in no way obligates the district, the teachers, or the WCEA to provide any additional sick days to any applicant.

ARTICLE VIII

PROFESSIONAL REPRESENTATION AND EVALUATION PROVISIONS FOR TEACHERS NOT SUBJECT TO THE TENURE ACT

A. Teacher not subject to the Michigan Teacher Tenure Act Evaluation

(1) All monitoring or observation of the classroom work performance of a teacher not subject to the Michigan Teacher Tenure Act shall be conducted openly and with full knowledge of the teacher. Evaluations shall be conducted only by the teacher's immediate supervisor, or other principal, Superintendent or other designated administrator employed by the White Cloud Public Schools. Evaluators shall possess a Degree in education or related field.

If a teacher not subject to the Michigan Teacher Tenure Act is on a plan of assistance, the school district may choose to select an administrator from outside the system to render a second opinion regarding the instructor's performance. Such outside evaluators must possess a Master's Degree in education or a related field, as well as five (5) years teaching experience in the area of the teacher's assignment.

(2) Teachers not subject to the Michigan Teacher Tenure Act evaluation shall be by formal and informal observation. No observation shall unduly interfere with the teaching-learning process.

a. "FORMAL" evaluation shall be defined as a planned observation. The teacher not subject to the Michigan Teacher Tenure Act and administrator shall agree on the dates and times of the formal evaluation/observation. In no event shall a formal evaluation be for less than thirty (30) minutes.

b. "INFORMAL" evaluation shall be defined as an observation by the designated administrator in a school setting, not necessarily planned, which directly relates to the teacher's classroom or worksite performance. Such observations must be noted as to date, time and description and must be made known to the teacher not subject to the Michigan Teacher Tenure Act within a reasonable time period, but no more than five (5) workdays.

c. Each teacher not subject to the Michigan Teacher Tenure Act may request an informal evaluation to precede the first formal evaluation in the first evaluation cycle of any school year. These requests are to be submitted in writing by the teacher. The administration will honor all teacher requests for an informal evaluation. The teacher requested informal evaluation shall be followed within five (5) workdays by a conference. In this teacher requested informal evaluation, there shall be no written evaluation other than documentation that an observation took place and was discussed with the teacher.

d. Informal observations may be announced or unannounced, except as indicated in Section (2)(a) above.

(3) Each bargaining unit member, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he/she will be evaluated and which comply with state statute requirements.

(4) The criteria for evaluation shall include, but not be limited to, the following areas:

a. knowledge of subject matter

b. techniques of instruction

c. classroom management

d. relationships with pupils, parents and professional colleagues

e. lesson planning.

(5) Plan of Assistance

When the professional performance of a teacher not subject to the Michigan Teacher Tenure Act is unsatisfactory and in need of improvement, a formal plan of assistance will be discussed with the teacher at a post-observation conference and will be developed within ten (10) school days of the post-observation conference and given to the teacher.

Plans of assistance have as their goal the improvement of the teacher not subject to the Michigan Teacher Tenure Act's performance. As such, plans of assistance shall include the following information:

a. Specific explanation of improvement desired.

b. Specific suggestions for improvement.

c. Detailed listing of administrative help and guidance to aid in improvement desired.

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

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

All evaluations of a teacher not subject to the Michigan Teacher Tenure Act under a plan of assistance will be reduced to writing.

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

(7) All formal observations/evaluations will be reduced to a rough draft form and will be given to the teacher not subject to the Michigan Teacher Tenure Act within ten (10) school days from the date of the observation. A post-evaluation conference will be scheduled at a mutually convenient time, no later than ten (10) school days of the last observation conference. Within ten (10) school days of the post-observation conference, the principal or evaluator will issue this evaluation in formal form to the teacher. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the contents of the not subject to the Michigan Teacher Tenure Act evaluation. any teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the teacher's personnel file.

(8) Probationary teachers not subject to the Michigan Teacher Tenure Act shall be given a formal evaluation at least two times during the school year. The first formal observation shall occur not earlier than one (1) month following the start of the school year and not later than three (3) months following the start of the school year. The second formal observation is to be conducted not later than April 1. In the interest of professional development, it is understood that every effort shall be made to conduct numerous observations of each probationary teacher within the first nine (9) weeks of school. After the first informal observation, the administration shall have the discretion to document subsequent informal observations of the probationary teacher.

(9) Teachers not subject to the Michigan Teacher Tenure Act shall be given a formal evaluation a minimum of every three (3) years, to be completed by April 30. This shall not preclude continuing documentation regarding teacher performance where the teacher is on a plan of assistance.

(10) No later than April 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher not subject to the Michigan Teacher Tenure Act should be offered additional probationary status or continued in employment, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event

a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing. This shall not preclude continuing documentation (after April 15) regarding teacher performance where the teacher is on a plan of assistance.

(11) Each teacher not subject to the Michigan Teacher Tenure Act's last formal evaluation each year shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is ___ Highly Effective ___ Effective ___ Minimally Effective ___ Ineffective (check one)."

(12) Teachers not subject to the Michigan Teacher Tenure Act who have previously been evaluated in narrative form while a tenure teacher, with overall satisfactory evaluation(s), may request the optional professional development process. There must be mutual agreement between the supervisor and teacher to utilize the following optional process:

a. Professional growth goals are mutually determined and agreed upon by the teacher not subject to the Michigan Teacher Tenure Act and supervisor no later than October 30 for the current school year. These goals will be reduced to written form by the teacher and kept on file by the supervisor.

b. The teacher not subject to the Michigan Teacher Tenure Act and supervisor will meet to review progress towards the goals at least twice during the school year.

c. The teacher not subject to the Michigan Teacher Tenure Act will submit a copy of the goals, with progress noted, at the end of the school year to the supervisor and be placed in the teacher's personnel file. It is understood that all goals will not necessarily be fully attained.

d. The written record of this evaluation shall be limited to the mutually determined goals.

(13) No teacher not subject to the Michigan Teacher Tenure Act shall be disciplined, reprimanded, reduced in rank or compensation without just cause, with the exclusion of the evaluation of, or the annual contract nonrenewal of any probationary teacher as defined by the Teacher Tenure Act and no teacher subject to the Michigan Tenure Act shall be disciplined, reprimanded, reduced in rank or compensation for any reason that is arbitrary or capricious with the exclusion of the annual contract renewal of any probationary teacher as defined by the Teacher Tenure Act. Any such discipline, reprimand, reduction in rank or compensation, including adverse evaluation of teacher performance shall be subject to the professional grievance negotiations procedure hereinafter set forth to the extent allowed by law.

(14) A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being, reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional

performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the association is present.

(15) Mentor

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

b. (i) Probationary teachers in their first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction and guidance.

(ii) At a teacher's request and subject to administrative approval a mentor teacher will be assigned to any teacher new to a grade level or a subject area that the teacher has not previously taught in White Cloud. This assignment shall be for at least one semester.

c. (i) Participation as a mentor teacher shall be voluntary. Mentors shall be selected from a list of volunteers by a building committee of two (2) district administrators and one (1) teacher appointed by the association.

(ii) Efforts will be made to match mentor teachers and probationary teachers who work in the same building grade level or subject area, but shall not be required.

(iii) The Mentor/teacher assignment shall be for one (1) school year, subject to renewal in subsequent years, if applicable. Upon request of the Mentor and/or Mentored Teacher, the building committee may reassign the mentor teacher during the school year.

(iv) The mentor shall have no more than 2 mentees.

(v) Neither the mentor nor the mentee teacher shall participate in the supervision or evaluation of the other. Neither the mentor nor the Mentee teacher shall be called as a witness in any case involving the other except in the event of a criminal or civil case, or professional misconduct.

(vi) Mentor assignments shall be made prior to the start of the school year after soliciting volunteers in the spring.

d. (i) Where possible, the mentor teacher and probationary teacher shall be assigned common preparation time. To be considered a mentor

teacher, the tenured teacher shall be a member of the bargaining unit and must have consistently satisfactory evaluations.

(ii) If no bargaining unit members volunteer for a mentor position, the Board can take steps to comply with the applicable state or federal laws with regard to assigning mentors and shall not be obligated to use Bargaining unit members until such time as a volunteer(s) become(s) available.

e. Mentor teachers shall be paid at the agreed upon hourly rate.

Year 1 Teacher: Up to 30 documented hours outside the normal working day.

Year 2 Teacher: Up to 25 documented hours outside the normal working day.

Year 3 Teacher: Up to 15 documented hours outside the normal working day.

Not year 4 or above unless assigned part of a plan of assistance.

f. The mentor teacher will keep a record of his/her mentoring hours, meeting notes, and turn them into the building principal by May 15th. Mentor teachers will be paid on the twenty-first pay of the school year.

ARTICLE IX

TEACHER DISCIPLINE

A. For tenured teachers consistent with the Teacher's Tenure Act, discipline may only be issued for non-arbitrary or capricious reasons, and the parties subscribe to the concept of progressive discipline as required by law. The district reserves the right to apply discipline consistent with the severity of the infraction.

B. No teacher not subject to the Michigan Teacher Tenure Act shall be disciplined, reprimanded, reduced in rank or compensation without just cause, with the exclusion of the evaluation of, or the annual contract nonrenewal of any probationary teacher as defined by the Teachers' Tenure Act and no teacher subject to the Teachers' Tenure Act shall be disciplined, reprimanded, reduced in rank or compensation for any reason that is arbitrary or capricious with the exclusion of the annual contract renewal of any probationary teacher as defined by the Teachers' Tenure Act. Any such discipline, reprimand, reduction in rank or compensation, including adverse evaluation of teacher performance shall be subject to the professional grievance negotiations procedure hereinafter set forth to the extent allowed by law.

C. A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being, reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the association is present. In no event will such meeting be delayed by more than one working day.

ARTICLE X

PROTECTION OF TEACHERS

A. The maintenance of control and discipline in the classroom is primarily a teacher responsibility. Administrative support and adherence to student discipline guidelines is critical to the successful maintenance of control. The Board/administration will give all reasonable support and assistance to teachers in the maintenance of this control.

B. The Association recognizes that in a large measure the teacher's effectiveness in the classroom is governed by their ability to control the students. Failure to maintain control with reasonable help from the administration may result in disciplinary action.

C. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement, Children's Protective Services or related specialists, the teacher will refer such student to the appropriate administrator, resource, or agency as required by board policy or law. Upon a report to the district the board/administration will take any additional actions as required by law. At which time the administration will take reasonable steps to refer the student for such services, and to the extent permitted by law relieve the teacher of responsibility to seek additional services or follow-up that may be needed for this reported situation with respect to such pupil.

D. Pupil Removal

(1) A teacher may remove a pupil(s) from class to a place designated by the administration when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation make continued presence of the student intolerable. In such cases, the teacher will furnish the principal or immediate supervisor with full particulars of the incident as soon as possible.

(2) A teacher may recommend to the principal or designee, suspension and/or exclusion of such pupil(s) from their classroom or the teacher may exercise their right under the state "SNAP Suspension" law to remove the student from their class for the remainder of the day. In the event the teacher uses the "SNAP Suspension" law, they must follow both district policy and the school code provisions regarding "SNAP Suspensions."

(3) In the event that a teacher is attacked or assaulted by a student, upon the teacher's and/or building administrator's request the Board shall promptly confer with the teacher and an association representative to develop a plan of action that minimizes the threat of future attack or assault. The Board shall implement the plan as agreed between the parties. A follow-up conference shall be held within fifteen (15) days of the plan's implementation to assess the success of the plan and revise or modify it as needed.

E. Any cases of assault upon a teacher while he is engaged in the discharge of his contractual

duties shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel of its selection to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the teacher's action was in conformance with existing school policy. Legal counsel provided hereunder shall not be obligated to institute suit on behalf of any Teacher.

F. If any teacher is sued by reason of disciplinary action taken against a student, the Board will provide legal counsel of its selection and render assistance to the defense of the teacher, provided the teacher's action was in conformance with the existing policy, and within the scope of his/her authority.

G. Any complaint that is investigated will be called to the teacher's attention. The complainant shall be identified if known. Only substantiated complaints may be included in the personnel file. If the teacher disagrees with information contained in the personnel record, the teacher may submit a written statement of up to 5 sheets of 8.5 by 11-inch paper explaining the teacher's position.

H. Alleged breaches of discipline by a teacher will be promptly reported to the offending teacher.

I. The Board will reimburse a teacher up to $750 for any loss, damage or destruction of clothing or personal property of the teacher while said teacher is on duty in the school or on school premises or at school-related functions, provided that such loss, damage or destruction of clothing or personal property of the teacher was not caused by the individual teacher's neglect and not covered by the teacher's insurance. A teacher may be requested to provide reasonable validation of the amount of the loss.

J. If a Freedom of Information Act request is made for a teacher personnel file, the teacher will be notified and provided a copy of the request, the name of the person making the request and copies of relevant documents provided to the requestor by the District. Response to the FOIA request shall be consistent with statutory obligations.

ARTICLE XI

NEGOTIATION PROCEDURE

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon the mutual consent of the parties concerned.

B. In the event that the salary schedule is reopened for negotiation by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the members of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

D. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

E. Current law does not provide for these rights however the parties agree that in the event that the employer becomes involved in a "reorganization" that involves school districts consolidation, annexation, dissolution, or cooperative programs and/or consortia the board shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or discussed with any other school district.

In the event this district becomes involved in a reorganization that involves one or more districts, pursuant to Section 11(a) of the Revised School Code and/or any other applicable statute, the board will use every effort possible to assure the continued recognition of the Association as the collective bargaining agent for the W.C.E.A. bargaining unit employees involved and take action to assure that to the extent possible:

(1) All rights earned by or accruing to employees affected by the reorganization shall be retained by those employees. No bargaining unit member shall suffer a reduction in compensation, fringe benefits, hours, or other terms or conditions of employment as a result of reorganization.

(2) Seniority of all bargaining unit members shall be retained in the case of reorganization. If employees from another district are also included in the reorganization, and become employees of a successor to the employer, all employees will be placed on one seniority list. Each employee shall be accorded seniority based on years of continuous service in the district in which they were most recently employed, excluding time worked in an administrative capacity

(3) All employees of this district who have achieved tenure status under the teacher tenure act, or who have satisfactorily completed their probationary period and have permanent employee status under this contract, shall maintain the same status in the reorganization. Individuals who have not achieved this status will be credited by the successor employer for time spent in the probationary period while employed in this district.

(4) If any employees not subject to the Michigan Tenure Act are laid off due to a reduction in force associated with reorganization, the layoff and subsequent recall shall be based on seniority as defined above, and certification and endorsement if required by law.

The parties recognize that this article cannot lawfully apply in cases involving school district consolidation, pursuant to sections 851 through 871 of the Revised School Code and/or annexation pursuant to sections 901 through 922 of the Revised School Code because in cases of consolidation the Board and District cease to exist and are therefore, without legal authority to act. In cases of annexation, the district to be attached loses its legal identity and becomes part of the annexing school district.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher, the Association, or the Board of Education that there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. This conversation shall take place within ten (10) workdays from the alleged occurrence of the incident that led to the grievance during the school year. Alleged grievances occurring during the summer months shall be initiated as soon as practicable, but no longer than ten (10) workdays after the beginning of the school year.

C. In the event that the Board believes there is a basis for a grievance, the same procedure shall be followed as stated below, substituting the words "building representatives" for "building principals"; "W.C.E.A. President" for "Superintendent"; and "Association" for "Board". In the event that the Association believes there is a basis for a grievance over an issue affecting a number of members or members from more than one building, the Association shall have the option of initiating a grievance with either the immediate supervisor or the Superintendent within (10) working days of the incident that led to filing the grievance.

D. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the building principal within ten (10) working days after the discussion with the principal, except during summer vacations. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

E. Within five (5) working days of receipt of the grievance, the principal shall meet with the Association in all effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of the filing, whichever shall be later], the grievance shall be transmitted to the Superintendent within seven (7) working days of the disposition of the grievance. Within seven (7) working days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board or other designee of the Board within five (5) working days following the disposition of the grievance by the Superintendent. The Board, no later than its next regular meeting or two working weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to the Association. The parties shall promptly schedule the mediation. Any resolution at this step must be reduced to writing.

H. If the Association is not satisfied with the disposition of the grievance by the Board or their designee, or if no disposition has been made within five (5) working days of such meeting [or ten (10) working days from the date of filing, whichever shall be later], the grievance shall be transmitted to the Michigan Employment Relations Commission (MERC) by filing a written copy thereof with MERC within five (5) working days following the disposition of the grievance by the Superintendent. The parties shall promptly schedule the mediation. Any resolution at this step must be reduced to writing.

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

(1) Nonrenewal of probationary teachers;

(2) Any matter which could be brought within the jurisdiction of the Teacher Tenure Act (PA 1937, Extra Session, No.4, as amended);

(3) Grievances relating to continuation of employment or filling of Schedule B positions. These grievances will be handled in accordance with the Supplemental Position Grievances provisions that are part of this Article.

(4) Matters that are prohibited subjects of bargaining pursuant to section 15 of the Public Employment Relations Act.

J. The fees and expenses of the arbitrator shall be shared equally by the parties; the party initiating the arbitration shall pay the filing fee.

K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

L. Any claim or grievance arising after expiration of this agreement may be processed through the grievance procedure until resolution.

M. SUPPLEMENTAL POSITION GRIEVANCES

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

(1) A grievance shall proceed through the Superintendent, Article XI Grievance Procedure (G). In the event the grievance is not satisfactorily resolved at the Superintendent level, the grievant shall utilize the following procedure in lieu of the Board of Education and Arbitration.
(2) The grievant may, within ten (10) days of his/her receipt of the Superintendent level answer, file a demand with the Superintendent and the Association President for a hearing before a three-person panel. Any grievance not appealed to the panel within this time limit shall be deemed settled based on the Superintendent's answer.
(3) The panel shall be established and operate pursuant to the following rules and conditions:
(4) Within ten (10) days of the Superintendent's receipt of the demand for a hearing, both the District and the Association will select a current or former district employee as their representative to serve on the panel and will notify the other party of their selection.
(5) Within ten (10) days of these selections, the two representatives will jointly select a community person to serve as the chairperson of the panel and will notify both the Superintendent and the Association President of the name of this person.
(6) No later than twenty-five (25) days after this notification, the panel will hold a hearing at a date and time mutually agreeable to the parties. The hearing will be conducted as informally as may be appropriate.
(7) At the hearing each party is entitled to have representatives present of their choosing. Each party will be given the opportunity to present evidence and/or witnesses in support of their position. If necessary, at the discretion of the panel, the hearing may be recessed and reconvened at a mutually agreeable time.
(8) Within fifteen (15) days of the conclusion of the hearing, the panel will render the decision of the majority of the panel. The decision of the majority of panel shall be final and binding on all of the parties.
(9) The authority of the panel shall be congruent with the authority of an arbitrator as outlined in Article XI.
(10) Any costs incurred by the panel will be shared equally by the parties.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations, practices or policies of the Board which are mandatory bargaining subjects. Otherwise, this agreement and any individual teacher contracts are subject to Board Policy. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement and Board Policy.

B. Copies of this Agreement shall be posted on the district's website.

C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. The Board and the Association recognize the need for continued educational growth of teachers. The District will provide for reimbursement for the cost of tuition for graduate credits earned from accredited institutions. Applicants will be reimbursed at the rate of 50% of the actual per hour tuition fee, not to exceed the aggregate sum of $1,500.00 per teacher, per fiscal year (July 1 through June 30.)

i. Reimbursement eligibility requires:

a. The course(s) must be pre-approved by administration

b. Each June, as part of the check-out procedure, teachers will indicate on a Business Office form their intent to take classes during the up-coming fiscal year. The District will then budget for the reimbursement of those teachers. Teachers who do not fill out the required form, will not be guaranteed reimbursement.

ii. Tuition costs will not be paid for courses for which other grants have been received.

iii. Reimbursement will be granted only upon proof of successful completion of the course with a grade of "B" or better.

iv. Only courses beyond the initial 18 hours will be reimbursed.

v. Any teacher who resigns shall repay the employer tuition reimbursements received during the preceding twenty-four (24) months or shall have such sums deducted from his/her final pay.

E. Rules and regulations regarding discipline shall be distributed to students, teachers and parents at the commencement of each school year.

F. It is specifically understood and agreed that this Agreement does not confer tenure upon the employee in any non-classroom position or capacity, as is defined in Article Ill, Section 1 of the Michigan Teachers' Tenure Act, MCLA 38.71, *et seq.*

G. No teacher shall receive, accept or request any monetary or non-monetary consideration for ordering or using any product, textbook or school-related material.

H. Absent any gross negligence or intentional conduct, so long as bargaining unit members acted within their authority and in accordance with Board policy such bargaining unit members will not be held liable for any damage to the district's buildings, facilities, equipment, real properties, and/or vehicles or any other assets owned and/or held by the district.

I. Common calendar

Prior to participation in any common calendar meetings involving the state mandated common area calendar under NCRESA, the parties shall meet and share input regarding each party's position on the proposed calendar.

To the extent possible the superintendent will provide the union chief negotiator with timely notice of the next common calendar area wide meeting so that the parties can meet prior to that area calendar meeting.

ARTICLE XIV

QUALIFICATIONS/SENIORITY/LAYOFF AND RECALL FOR TEACHERS NOT SUBJECT TO THE TEACHER TENURE ACT

A. No teacher not subject to the Michigan Tenure Act shall be laid off unless there is a reduction in student enrollment, or there is a decrease in revenues in the district or in the event of a District reorganization (under Michigan statute). Under such necessary reduction, the teachers subject to layoff shall be given a minimum of sixty (60) calendar days written notice prior to the date of layoff.

(1) Layoff of Schedule B positions shall be governed by forty-five (45) days notice, except in cases where the Schedule B position has been contracted for a period of less than twenty (20) days, in which case a minimum of ten (10) calendar days written notice shall be given prior to layoff. Additionally, the fifth (5^{th}) football coach may be laid off without any advance notice when the total of Junior Varsity and Varsity football players drops below sixty (60). The 5^{th} football coach shall be assigned to the team with the greatest need as determined by the head coach and athletic director.

(2) Payment of contracted duties performed prior to the effective date of layoff shall be made on the per diem basis defined in Article 3 section G.

B. For teachers not subject to the Michigan Tenure Act it is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available information at the time of the layoff and that it is within the Board's authority to reinstate the eliminated positions at its discretion. Seniority and certification shall be the prevailing factors in the event of layoffs for teachers hired prior to June 30, 1987. Seniority, certification and qualifications shall be the prevailing factors in the event of layoffs for teachers hired after June 30, 1987.

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

(1) K-12 teachers must possess and maintain qualifications and certifications that meet State of Michigan Department of Education Highly Qualified Status for the position to which they are assigned.

(2) Teachers must possess the qualifications set forth in the applications or grants of any federally or state-funded programs to be eligible to be assigned to such programs.

C. The teacher(s) not subject to the Michigan Tenure Act in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least seniored teacher within the teacher's certification and qualifications. The time limit for requesting to bump shall be ten (10) days from the date of receipt of the layoff notice.

Exempt from layoff or from being bumped from the bargaining unit shall be the Association president and grievance chairperson provided he/she is certified and qualified for the remaining positions.

D. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue.

E. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to November 15 of the current year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. Last date of hire for all teachers hired shall be the date and time of acceptance of the position, whether verbal or written, which shall be recorded on the application form and seniority list, thereby establishing permanent record.

F. No person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit.

G. Teachers not subject to the Michigan Tenure Act on layoff hired prior to June 30, 1987 shall be recalled in inverse order of layoff based on their seniority and certification. Teachers hired after June 30, 1987 shall be recalled in inverse order of layoff based on their seniority, certification and qualifications. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified and qualified to fill the vacancy.

H. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher not subject to the Michigan Tenure Act with a copy sent to the Association president. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt. Refusal or acceptance of a position that is less than the number of hours he or she worked at the time of layoff shall not affect a teacher's recall rights.

I. In recalling teachers not subject to the Michigan Tenure Act from layoff, no teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another school.

ARTICLE XV

PROFESSIONAL CONFERENCES

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

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

(1) Date of release time
(2) Duration of time
(3) Place of visitation
(4) Resource person(s) involved
(5) Purpose - define objectives as specifically as possible
(6) Cost of expenses involved

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

D. Professional conference approval shall be determined by the building administrator and superintendent with input from the teacher applicant(s). Teachers must submit the necessary documentation prior to approval. Funding for a coaching conference shall not be taken from any building's professional development monies. The attendance at a coaching workshop shall not count as a building teacher's professional development conference.

ARTICLE XVI

JOB SHARING, SPLIT POSITIONS, AND REDUCED SCHEDULE

A. Definitions

(1) Job sharing shall refer to two (2) tenured bargaining unit members voluntarily sharing one (1) full-time position/assignment, which involves the sharing of students.

(2) Split position shall refer to two (2) tenured bargaining members voluntarily sharing one (1) full-time position/assignment, which does not involve the sharing of students.

(3) Reduced schedule shall refer to one (1) teacher that is accommodated with a reduced schedule upon request.

B. Purpose: Two or more tenured bargaining unit members may request to pair up for the purpose of sharing common teaching assignments in Grades K through 12, including special education. This voluntary pairing shall not occur if the pairing results in the involuntary layoff or involuntary transfer of a teacher. It shall not occur if it prevents the recall of a laid-off teacher.

C. Application: Any interested teachers may submit an application/proposal to job share a teaching assignment for the following school year to the appropriate administrator or supervisor for review. The interested teachers will then submit their proposal to the superintendent by April 10. The proposal shall indicate the teachers' desire to job share as well as provide an explanation and outline of their proposed working arrangement. The proposal must include a detailed description of the workload and schedule including planning time distribution, and an equitable half-day schedule. The proposal must also include plans for communication both with the parents, each other, and other team members. Before a final decision is made, teachers may request to meet with the appropriate administrators to discuss and clarify the proposed job sharing arrangement. The application shall be approved or disapproved by the superintendent or his/her designee within thirty (30) school days of the application. The decision shall be final, and no appeals will be considered. The decision shall not be subject to the grievance process. Each approved job share will be renewed at request of teachers pending or subject to administrative approval based on successful job share evaluation.

D. Responsibilities: Responsibilities of an assignment by two (2) job shares may be divided and/or allocated according to a plan designed by the job sharers with the agreement of the district. The teachers will be required to attend a pro-rata portion of staff meetings and other required functions based on the pro-rata portion of the workday that the teacher works. Planning periods will be equitably distributed between the two teachers.

E. Compensation: Compensation shall be determined by each teacher's step and column on the salary schedule, prorated by the teacher's teaching time: the full- time teacher's teaching time. Each teacher will gain one (1) full year of seniority and will be credited with

one-half (1/2) year of credit on the salary schedule for each year worked in a job share position. All other provisions of the current master agreement, except as specified herein, shall continue as if the teacher is working in a regular full-time position.

F. Benefits: Sick leave, personal leave, and fringe benefits will be granted and used on the same basis as other part-time staff.

G. Substituting: In the event that one of the teachers is absent, the other teacher will substitute for the absent teacher, whenever possible. The teacher shall be compensated "sub" pay. In the event that the teacher is called upon to be a long- term substitute, the teacher shall be compensated according to the contract. In the event that a teacher leaves the job share assignment before the end of the school year, the other teacher will assume full responsibility for the position within ten (10) school days of receiving notice and will be compensated accordingly. In the event that neither participant wants to continue in the job share, the position becomes vacant and is posted.

H. Returning to full-time position: If the district terminates the job share after the first year, the participants will be returned to their former full-time positions. If the district terminates the job share in any succeeding year, the employees will be covered under layoff and recall procedures as per Board Policy or this agreement if the position applies to a teacher not subject to the Michigan Tenure Act. If a participant decides to end the job share at any time, the teacher may apply for any available position, or may take a voluntary layoff, if permitted by Board Policy, or if the position applies to a teacher not subject to the Michigan Tenure Act. The remaining job share participant can either seek a new job share partner and make application to continue the job share or take the position as a full-time position.

I. Agreement: The district, the job sharing teachers, and the association shall sign the approved job sharing agreement. Except for the specific provisions made expressly in this letter of agreement, all the terms and conditions of the current master agreement apply for bargaining unit members involved in job sharing. Further, this letter in no way sets any precedents or waives any rights currently enjoyed by any bargaining unit members who are teaching less than full-time in posted part-time positions.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 17, 2026 and shall be continuously in effect for a period of two (2) year ending June 30, 2028, subject to the conditions set forth elsewhere in this Agreement.

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

BOARD OF EDUCATION

By: _____
Board President

Dated: 8-17-26

By: _____
Board Secretary

Dated: 8-17-26

By: _____
Superintendent

Dated: 8.18.2026

WHITE CLOUD EDUCATION ASSOCIATION

By: _____
WCEA President

Dated: 8/18/26

By: _____
Chief Negotiator

Dated: 8/18/2026

SCHEDULE A

BENEFITS

A. (1) Movement to a different salary schedule column, based upon academic attainment, will be dependent upon presentation of a transcript verifying academic credit and/or degree status. Pay adjustments will be implemented in the first semester of a school year where the transcript is presented by August 15. Pay adjustments will be implemented in the second semester of a school year where the transcript is presented by January 4.

(a) The credits necessary to advance a column of the pay scale must be Masters level credits. This includes all wage improvements from BA to BA+18 to BA+36/MA to MA+15. This was the intent of the language at the time of pay scale development and has been past practice.

(2) Full credit for salary step advancement will be given if the teacher instructs or is on paid sick leave for one hundred twenty (120) or more days in the regular school year. A one-half step will be given if the teacher instructs or is on paid sick leave at least sixty (60) days, but less than one hundred twenty (120) days in a regular school year.

It is mutually agreed that teachers hired for less than a full-time position will be paid on a prorated basis. Said teacher will receive credit for one (1) year on the pay scale if he/she serves more than 1/2 time capacity for the entire school year. If said teacher serves less than one (1) full school year, the provision of the contract under Schedule A, Section A. (2) will come into effect.

B. Fringe Benefits/Health Insurance and PA152

Health Insurance

The Employer shall pay the maximum hard cap allowable as determined by PA152. The hard cap will increase annually on January 1st. If a future medical benefit plan year is considered, the Board and Association leadership shall discuss the impacted changes prior to implementation. With attainment of Medicare eligibility, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents when Medicare is elected in lieu of District medical benefit plan or when Medicare Part B is elected while receiving Social Security disability benefits.

In the event that PA 152 is repealed, changed or altered in any way the district and association agree to the following through the duration of this agreement. The maximum that the district shall pay for health insurance premiums for 2026:

Full Family - $21,660.30
Two Person - $16,609.38

Single - $7,942.09

The maximum that the district shall pay for health insurance premiums for 2027:

Full Family - $22,310.11
Two Person - $17,107.66
Single – $8,108.35

The maximum that the district shall pay for health insurance premiums for 2028:

Full Family - $23,224.82
Two Person - $17,809.07
Single - $8,180.35

At the duration of this agreement, both parties agree to comply and follow any new law related to health care insurance, if applicable.

In the event that PA 152 is not repealed, changed or altered in any way, the district will comply with PA152 as written.

The District agrees to re-open discussions prior to the 2027-28 school to review PA152, but does not guarantee any changes for the remainder of the contract agreement.

Each bargaining unit member shall select either MESSA PAK A, PAK C, PAK D, or PAK B with the enhanced dental/vision benefit for the 2023-24, 2024-25, and 2022-23 contract.

(1) Details can be provided by the business office.

Eligible employees who have health insurance available from another source as defined by the underwriter may elect to receive $4,000.00 per year cash in lieu of health insurance spread equally 2 times per month to the number of pay periods in 2027 and 2028 subject to first providing evidence or affirmatively acknowledging that they otherwise have insurance meeting coverage and affordability requirements of the Affordable Care Act.

(2) Teachers hired for less than a full-time position shall have fringe benefits prorated. Said teacher shall be offered the choice of MESSA ABC Plan 1, ABC Plan 2, Essentials, and Balance Plus per Schedule A, Sections B (1) and (2).
(a) EA reserves the right to explore other insurance provider options one (1) time during the duration of the contract agreement.

(Note: During the annual open enrollment window as announced by the employer eligible employees shall select the Health Insurance coverage plan of the employee's choice as outlined above (either **ABC Plan 1, ABC Plan 2, Essentials**, and **Balance Plus**).

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

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

(3) After ten (10) years of service in the White Cloud Public Schools System, a teacher shall be paid for his/her accumulated illness/disability days at sixty dollars ($60) per day at the time of severance of service from White Cloud Public Schools, provided his/her severance is not termination for unprofessional conduct by action of the Board and that the teacher provides notice of resignation to the District no later than May 1 of the school year before the effective date of retirement. This payment shall be made within a thirty (30) day period from the date of severance.

The following amounts to be paid shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided the plan account is currently offered through the district, except that no contribution shall cause an employee to exceed the limitations of section 415(c) of the Internal Revenue Code:

(a) Sick Leave payoffs as stated in this Schedule A(4)
Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district.

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

(b) At any time that the terms of this provision do not comply with appropriate statutes or regulations the parties will meet to renegotiate the appropriate provisions above. Or in the event that other options become available for the payment of these monies, at the request of either party, the parties will meet to negotiate the appropriate changes. In the event that the parties cannot reach agreement in either instance above such provision will be invalid.

(4) (a) In the event a teacher is terminated or resigns during the school year, the insurance shall be continued until the teacher has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.

(b) In the event a teacher dies during the school year, the Board shall continue payments of all applicable health insurance premiums through the following August 31 in order to assure full, uninterrupted coverage for the survivors of the policy holder. If the teacher dies after the completion of the school year, the Board shall continue payments through August 31 of that year.

(c)Teachers recalled from layoff who accept less than a full work load because a

full work load is not available shall receive the same full health insurance coverage as teachers assigned to a full work load during the first twelve (12) months, after which time such benefits shall be pro-rated in accordance with the terms of this agreement.

(d) A teacher who is hired with an effective first workday after the first required workday of the school year shall be entitled to fringe benefits for a duration determined on a pro rata basis.

(5) a. The Board shall make payment of insurance premiums for all eligible bargaining unit members to assure insurance coverage for the full twelve-month period commencing

September 1 and ending August 31, even though the teacher may not be returning the next school year.

b. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package as permitted by the insurance carrier.

C. When necessary, premiums on behalf of eligible teachers on whose behalf premium payments should have been made shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

D. The Board shall be responsible for providing health insurance information, including applications and claim materials.

E. Payroll deduction shall be made available for all MESSA, MEFSA and MEA programs.

F. In the event of a verified overpayment of wages or benefits under the terms of this agreement, the district may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

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

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

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

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

SCHEDULE A
SALARY SCHEDULE
2026-2027

	BA/BA+18		BA 36/MA	MA+15
1	$ 46,333.87		$ 49,125.11	$ 52,956.08
2	$ 48,746.34		$ 51,637.99	$ 55,552.85
3	$ 51,200.75		$ 54,181.39	$ 58,178.85
	BA	BA+18		
4	$ 52,692.97	$ 54,716.50	$ 56,738.75	$ 60,834.10
5	$ 55,168.99	$ 57,245.90	$ 59,324.08	$ 63,507.13
6	$ 57,669.17	$ 59,799.46	$ 61,928.48	$ 66,208.13
7	$ 60,188.40	$ 62,603.41	$ 65,017.15	$ 68,933.28
8	$ 62,729.25	$ 65,201.45	$ 67,673.67	$ 71,680.03
9	$ 66,729.27	$ 68,536.71	$ 70,346.69	$ 74,454.75
10	$ 67,874.49	$ 70,575.49	$ 73,271.40	$ 76,410.91
11	$ 70,480.16	$ 73,238.35	$ 75,992.73	$ 80,067.75
12 TO 14	$ 72,385.47	$ 75,148.75	$ 77,913.30	$ 82,096.35
15 TO 19	$ 77,149.40	$ 79,852.94	$ 82,559.02	$ 87,064.92
20 TO 24	$ 79,640.67	$ 82,175.16	$ 84,644.82	$ 89,628.64
25	$ 83,541.54	$ 86,151.03	$ 88,761.78	$ 93,891.77
25+ (1%)	$ 84,376.96	$ 87,012.54	$ 89,649.39	$ 94,830.69

2026-2027

1. 5% Grant Steps and Combine BA/BA+18 for steps 1-3
2. Longevity pay: 1% added to for Step 25+
3. Signing Bonus: $1000 sign on bonus for teacher hires (1st teaching job) and a supplemental classroom budget of $300.00 for classroom supplies.
4. Agreed upon Hourly Rate: $32.00
5. WCEA allows Administration to start new hires (1st teaching job) out on Step 3 according to their educational level. New hires (Hired to begin the 2026-27 school year) will be frozen on Step 3 ($51,200.75) for their first 3 years in district. Any current staff member below Step 3 must also be raised to Step 3 in this manner. (4 staff members on Step 1) (2025-26 will be moved to Step 3-Frozen for 2 years)
6. Special Education .5% in addition to Schedule A.

Signing Bonus Ends for the 3 years 2023-2026

WHITE CLOUD PUBLIC SCHOOLS
SCHEDULE A
SALARY SCHEDULE
2027-2028

	BA/BA+18		BA 36/MA	MA+15
1	$ 47,723.89		$ 50,598.86	$ 54,544.76
2	$ 50,208.73		$ 53,187.13	$ 57,219.44
3	$ 52,736.77		$ 55,806.83	$ 59,924.22
	BA	BA+18		
4	$ 54,273.76	$ 56,357.99	$ 58,440.91	$ 62,659.12
5	$ 56,824.06	$ 58,963.28	$ 61,103.81	$ 65,412.35
6	$ 59,399.24	$ 61,593.45	$ 63,786.33	$ 68,194.38
7	$ 61,994.06	$ 64,481.51	$ 66,967.66	$ 71,001.28
8	$ 64,611.13	$ 67,157.49	$ 69,703.88	$ 73,830.43
9	$ 68,731.15	$ 70,592.81	$ 72,457.09	$ 76,688.39
10	$ 69,910.72	$ 72,692.75	$ 75,469.54	$ 78,703.24
11	$ 72,594.56	$ 75,435.50	$ 78,272.51	$ 82,469.78
12 TO 14	$ 74,557.03	$ 77,403.22	$ 80,250.70	$ 84,559.24
15 TO 19	$ 79,463.88	$ 82,248.52	$ 85,035.79	$ 89,676.87
20 TO 24	$ 82,029.89	$ 84,640.41	$ 87,184.16	$ 92,317.49
25	$ 86,047.79	$ 88,735.56	$ 91,424.63	$ 96,708.53
25+ (1%)	$ 86,908.26	$ 89,622.91	$ 92,338.88	$ 97,675.61

2027-2028

1. Grant steps and 3% increase and continue to combine BA/BA+18 for steps 1-3 on the Schedule A PayScale
2. Longevity pay: 1% added to for Step 25+
3. Signing Bonus: $1,000 sign on bonus for new teacher hires (1st teaching job) and a supplemental classroom budget of $300.00 for classroom supplies.
4. Agreed upon Hourly Rate: $32.00
5. WCEA allows Administration to start new hires out on Step 3 according to their educational level. New hires (Hired to begin the 2027-28 school year) will be frozen on Step 3 for their first 3 years in district. Any current staff member below Step 3 must also be raised to Step 3 in this manner.
6. Special Education .5% in addition to Schedule A

SCHEDULE B

EXTRA DUTY SALARY SCHEDULE

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

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

SCHEDULE "B" 2026-27, 2027-28 SCHOOL YEARS

High School Activity	**Index**
Instrumental Music	.10
Vocal Music	.10 (Inactive)
Yearbook	.07 (Inactive)
Drama (Fall & Spring Presentation)	.034
H/S - Student Council	.04
H/S - National Honor Society	.01
Videographer/Media	.02
H/S - Librarian - supervisor of Elementary School library	.05
Driver Education	Agreed upon hourly rate
Varsity Quiz Bowl Coach	.08
JV Quiz Bowl Coach	.03
Varsity Club	.04 (Inactive)
High School-Class Sponsor	
Seniors (2)	.03
Juniors (2)	.03
Sophomores	.015
Freshman	.015
High School-Athletics	
Varsity Head Football Coach	.11
Assistant Varsity Football Coach	.07
JV Head Football Coach	.07
Assistant JV Football Coach	.055
Football Coach (5th) if numbers are 35 or more	.03
Varsity Basketball Coach	.11
JV Basketball Coach	.07
Freshmen Basketball Coach	.05 (Inactive)

Varsity Volleyball Coach	.11
JV Volleyball Coach	.07
Freshmen Volleyball Coach	.05 (Inactive)
Varsity Boys Track Coach	.11
Varsity Girls Track Coach	.11
Varsity Baseball Coach	.11
JV Baseball Coach	.07
Varsity Softball Coach	.11
JV Softball Coach	.07
Varsity Boys and Girls Cross Country Coach	.11
Weightlifting Coach Fall Weightlifting Coach Winter Weightlifting Coach Spring	.02 .02 .02
Varsity Wrestling Coach	.11 (Inactive)
JV Wrestling Coach	.07 (Inactive)
Varsity Golf	.09 (Inactive)
Varsity Tennis	.09 (Inactive)
Varsity and JV Fall Cheerleading	.07
Varsity and JV Winter Cheerleading	.09 (Inactive)
Junior High- Activity	
Junior High Student Council	.02
Junior High National Honor Society	.01 (Inactive)
Junior High Yearbook	.02 (Inactive)
Spelling Bee Coach	.02 (Inactive)
Junior High Quiz Bowl Coach	.02
Odyssey of the Mind Coordinator	.02 (Inactive)
6th Grade Camp Director	.01 (Inactive)
Youth Authors Coach	.02 (Inactive)
Junior High-Class Sponsor	
Eighth Grade	.01
Seventh Grade	.01
Junior High-Athletics	
JH Basketball Coach W/A & B Team	.035 + .01
JH Football Coach	.035 (Inactive)
JH Track Coach	.035
Junior High Cheerleading Coach	.01 (Inactive)
Junior High Volleyball	.035
Junior High Wrestling	.035 (Inactive)
Junior High Cross Country	.035

Junior High Teams Add 2nd Coach (if numbers warrant - basketball requires 20 or more participants; volleyball requires 24 or more participants)	.02

Elementary - Activity	Index
Elementary Safety Patrol	.03
Elementary Spelling Bee Coach/Coordinator	.01
Elementary Basketball	.02 (Inactive)
Elementary Memory Book	.01 (Inactive)
Odyssey of the Mind Coach (2)	.01 (Inactive)
Young Authors Coach (1)	.02 (Inactive)

Performative bonus for accomplishments: 2% addition to any coaching Schedule B that wins a State of Michigan Championship.

Any staff member who is on FMLA leave will not be allowed to perform the duties of a Schedule B position.

CSAA Activities

CSAA Activities, as determined by the CSAA By-Laws will be paid at the following stipends:

Language Arts/Writing Team:	$500.00
Chess Team:	$1,000.00
Talent Review Coordinator	$300.00
Art Review Coordinator	$300.00

Additional CSAA Activities if and/or when added will be negotiated between the WCEA and WCPS.

Curriculum Development shall be paid at the agreed upon hourly rate for all hours beyond the teacher's contract hours per administrative pre-approval.

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

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

1. Possess a coaching philosophy consistent with District Philosophy as determined by a joint interview with the Athletic Director and Principal at the level of the sport.
2. Past successful coaching experience in the vacancy sport at the level of the vacancy.

3. Prior success working with similar age students apart from coaching.
4. Past successful coaching experience in the vacancy sport below the level of the vacancy.
5. Past successful coaching experience in other sports.
6. Past personal participation in the vacancy sport at college level.
7. Participation in the vacancy sport below college level.

School and District Site Teams

The White Cloud Board of Education and the White Cloud Education Association agree that: Teachers selected or elected to serve on the District/school site-based decision teams as per board policy will be compensated at the hourly rate for time spent in such meetings. It is expressly understood that only site-based team members will be compensated. From time to time, other faculty members may be asked to assist Committee members and to do so without compensation.

SCHEDULE C

CLASS SIZE

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

These listed classes are limited by teaching stations.

Physics
Chemistry
Advanced Biology
Biology
Mechanical Drawing
Art
Music
Keyboarding/Computers
Band and choir classes to be limited according to capacity of the facility.

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

APPENDIX A

TEAMING CLASSROOM WORKLOAD AND RESPONSIBILITY GUIDELINES

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

Both teachers will:

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

General education classroom teachers will:

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

Co-teacher, special education teachers will:

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

APPENDIX B

Calendar

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Prohibitive Subjects-Restored Subjects of Bargaining**

The White Cloud Public Schools Board of Education ("District") and the White Cloud Education Association ("Association") recognize that certain employment-related matters were currently classified under Michigan law as prohibited subjects of bargaining but are now restored and therefore should be included in the collective bargaining agreement.

The parties further acknowledge that many of these matters significantly impact employees and the effective operation of the District. As such, the District and the Association agree to engage in ongoing discussions throughout the term of the 2026–2028 Collective Bargaining Agreement regarding restored subjects and any potential changes in state law that may affect the scope of collective bargaining.

The parties agree to:

1. Meet periodically, upon mutual agreement, to discuss concerns related to restored subjects of bargaining.
2. Share information and perspectives regarding the impact of restored subjects on employees and District operations.
3. Explore mutually beneficial solutions, where legally permissible, through policy, administrative practice, or future bargaining opportunities.
4. Monitor legislative and legal developments that may alter the status of restored subjects under Michigan law.
5. Maintain open communication and a collaborative relationship concerning these matters throughout the duration of the 2026–2028 Collective Bargaining Agreement.
6.

This Letter of Agreement shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement unless otherwise modified by mutual written agreement of the parties.

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Understanding
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Technology Committee**

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

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

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Academic Coaching Time a.k.a "Go Time"**

WCEA and WCPS have agreed that teachers will be required perform some "duties of a teacher" if Academic Coaching Time is offered, such as:

- Taking attendance
- Reading announcements
- Administer district provided test preparation
- Supervise and engage in building initiatives
- Administer district provided surveys
- Supervise and assist students with homework, goal setting, and technical support
- Engage in follow-up conversations or discussions about issues of an educational nature such as grades checks, assignment completion, academic coaching, and SEL (Social Emotional Learning).

**Note: The length of the Academic Coaching class does not change the expectations. **

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Extra Duty Opportunities**

WCEA and WCPS have agreed to the understanding of District offered Extra Duty Positions.

Annually, the District may determine extra duty opportunities for teachers that are needed to support district functions. Each school year by September 15, teachers will be notified of the available extra duty positions. The posting for these positions shall remain open for ten (10) workdays. The most senior applicants will be awarded extra duty contracts until the offered extra duty positions are filled.

Job assignments will be developed based on 36 hours of work with the expectation that all work will be completed by the end of the school year. All work is to be completed outside the normal working teacher schedule. Payment shall be made upon completion of the work, but not later than the last pay period in June.

The work scheduled shall be paid at the contractual per diem hourly rate.

Once a teacher is awarded an extra duty position, that teacher will be eligible to continue that extra duty position until they decide to not apply, are removed due to poor performance, or the district decides not to offer.

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

The parties agree that the extra duty work here shall consist of activities that are not currently Schedule B positions.

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Volunteerism and Leave Clarification**

WCEA and WCPS have agreed to the understanding of Volunteerism Opportunities and Leave Clarification.

Volunteerism:

Each WCEA member may volunteer for 4 events as established by the Superintendent per school in exchange for a conversion of 1 sick day to 1 personal day. The maximum conversion from sick days to personal days will be 2 (8 events) for a potential max of 5 personal days per year. There will be NO partial days granted. These "personal days" do not carry over to the next school year. A process for **Attendance** will be created by the Business Office. This language will expire at the end of this 2026-2028 CBA agreement and reviewed for intent.

Pg. 22 Article VII B (5)

Personal leave will not be available on days immediately before or after school holidays or vacation periods, teacher conference days, or mandatory in-service days except for **unavoidable circumstances**, (examples include but are not limited to the following: emergencies, family medical issues, transportation failures, home or property damage) that cannot be scheduled other than at the time in question. In such cases, the reason for leave shall be disclosed to the building administrator and Superintendent.

1. Staff covered under the WCEA bargaining agreement who want to extend the number of personal leave days used in a row due to vacations, trips, etc. will be unpaid if the days are approved by the building administrator and Superintendent.

2. Staff covered under the WCEA bargaining agreement will not be allowed to use a combination of sick and personal for a vacation during the course of the school year. Staff may be granted time by the Superintendent, but extra days will be deemed unpaid.

3. Staff covered under the WCEA bargaining agreement who take "sick" leave the days immediately before or after school holidays or vacation periods, teacher conference days, or mandatory in-service days must provide a doctor's note. Staff are required to

communicate directly with the building administrator and/or Superintendent. Without a doctor's note, that day will automatically be deemed unpaid.

4. Staff covered under the WCEA bargaining agreement will have the opportunity to earn 2 additional personal days via Volunteerism as covered above.

This Letter of Agreement shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement unless otherwise modified by mutual written agreement of the parties.

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Virtual School Teacher**

WCEA and WCPS have agreed that the teacher for the White Cloud Virtual School will be part of the WCEA contract but will not be subject to all contract language as noted below:

Virtual Teacher will be provided

- Article I: Recognition
- Article II: Teacher Rights
- Article III: Professional Compensation
- Article IV: Teaching Hours: Start and end times will be determined by administration due to the nature of the virtual program. Teacher **will not be provided a prep** period due to the nature of the virtual program.
- Article V: Teaching Conditions: Class size and class overages do not apply to this teaching position due to the nature of the virtual program.
- Article VI: Vacancies and Transfers
- Article VII: Leaves
- Article VIII: Teacher Evaluation
- Article IX: Teacher Discipline
- Article X: Protection of Teachers
- Article XI: Negotiation Procedure
- Article XII: Professional Grievance Procedure
- Article XIII: Miscellaneous Provisions
- Article XIV: Qualifications
- Article XV: Professional Conferences
- Article XVI: Job Sharing, Split Positions, and Reduced Schedule
- Article XVII: Duration
    - Schedule A
    - Schedule B
    - Schedule C: This does not apply to this teaching position due to the nature of the virtual program.

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026

White Cloud Public Schools
Building a Tradition of Excellence
www.whitecloud.net

Letter of Agreement
Between
White Cloud Public Schools
And
White Cloud Educational Association, WCEA

Subject: **Instructional Coaches**

WCEA and WCPS have agreed that an Instructional Coach will be part of the WCEA contract but will not be subject to all contract language as noted below:

Instructional Coaches will be provided

- Article I: Recognition
- Article II: Teacher Rights
- Article III: Professional Compensation
    - Additional 10 Contractual Work Days
- Article IV: Teaching Hours: Start and end times will be determined by administration due to the Instructional Coach Best Practices. Instructional Coach **will not be provided a prep** period due to the nature of Instructional Coaching Best Practices.
- Article V: Teaching Conditions: Class size and class overages do not apply to this teaching position due to the nature of the virtual program.
- Article VI: Vacancies and Transfers
- Article VII: Leaves
- Article VIII: Teacher Evaluation
- Article IX: Teacher Discipline
- Article X: Protection of Teachers
- Article XI: Negotiation Procedure
- Article XII: Professional Grievance Procedure
- Article XIII: Miscellaneous Provisions
- Article XIV: Qualifications
- Article XV: Professional Conferences
- Article XVI: Job Sharing, Split Positions, and Reduced Schedule
- Article XVII: Duration
    - Schedule A
    - Schedule B
    - Schedule C:

FOR THE DISTRICT:

Date: 8.18.2026

FOR THE ASSOCIATION:

Date: 8/18/2026