

C9210

8/31/92

AGREEMENT
BETWEEN THE
WOLVERINE COMMUNITY SCHOOLS
WOLVERINE, MICHIGAN
AND THE
NORTHERN MICHIGAN EDUCATION ASSOCIATION
SEPTEMBER 1989 - AUGUST 31, 1992

Wolverine Community Schools

TABLE OF CONTENTS

<u>Section 1 - Basic Contractual Provisions</u>		<u>Page</u>
1.1	Recognition.....	1
1.2	Witness.....	1
1.3	Extent of Agreement.....	1
1.4	Duration of Agreement.....	2
1.5	Association Dues, Fees and Payroll Deductions.....	3
1.6	Grievance Procedure.....	4
1.7	Negotiation Procedures.....	7
1.8	Seniority.....	7
 <u>Section 2 - Employment Relationships</u>		
2.1	Hiring, Vacancies, Promotions and Transfers.....	8
2.2	Resignations.....	9
2.3	Association Rights.....	9
2.4	Innovative and Experimental Programs.....	10
2.5	Teacher Qualifications and Assignments.....	10
2.6	Teacher Evaluation.....	11
2.7	Personnel Files and Records.....	12
2.8	Reductions in Personnel, Security and Recall.....	12
2.9	Discipline of Teachers.....	13
2.10	Commitment to In-Service.....	14
2.11	Board Rights.....	14
2.12	Joint Instructional Council and In-Service Teacher Development.....	15
2.13	Teacher - Instructional Aide Relations.....	15
2.14	Teacher Rights.....	15
 <u>Section 3 - Teaching Conditions</u>		
3.1	Academic Freedom.....	16
3.2	Student Discipline and Teacher Protection.....	16
3.3	School Equipment.....	17
3.4	Teaching Facilities.....	17
3.5	Teaching Hours.....	18
3.6	Class Size and Teaching Conditions.....	18
3.7	Preparation, Planning and Duty-Free Lunch.....	20
 <u>Section 4 - Leave of Absence</u>		
4.1	Professional, Personal and Association Leave.....	20
4.2	Unpaid Leaves.....	21
4.3	Illness or Disability.....	22
 <u>Section 5 - Compensation and Benefits</u>		
5.1	Insurance Protection.....	23
5.2	Compensation.....	23
5.3	Extra-Curricular Compensation.....	25

Section 6 - Appendices

6.2	Calendar.....	25
6.1	Salary Schedules.....	27
6.3	Grievance Form.....	31
6.4	Code of Ethics of the Education Profession.....	33
6.5	No Reprisal Statement.....	36
6.6	Policy Regarding Objections to Political - Ideological Expenditures.	36
6.7	Annexation, Consolidation or Other Reorganization of the District...	37
6.8	Letter of Agreement.....	38

SECTION 1.1 - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified or professional personnel whether full-time or part-time or on leave, excluding superintendent, principals and substitutes. The "term" teacher when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.
- B. The term "designee" when preceded by the word "Board" shall refer to an individual named by the Board of Education to act in its behalf.
- C. The term "designee" when preceded by the word "Superintendent" shall refer to an individual named by the superintendent to act on his/her behalf.

SECTION 1.2 - WITNESS

- A. WHEREAS, the Board has a statutory obligation pursuant to the Public Employment Relations Act to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

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

SECTION 1.3 - EXTENT OF AGREEMENT

- A. This agreement entered into this August 30, 1989, by and between the Board of Education of Wolverine School District, Wolverine, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association".
- B. This agreement shall constitute the full and complete commitment 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. The Board retains the right to pass school policy which is not in conflict with this contract and that policy shall be binding upon the teachers.
- C. Any individual contract between the Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this agreement and any individual contract hereafter executed shall expressly be made subject to and consistent with terms of this or subsequent agreements to be executed by the parties.
- D. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such 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.

SECTION 1.4 - DURATION OF AGREEMENT

- A. This agreement shall be effective as of September 1, 1989 and shall continue in effect until August 31, 1992. This agreement may be extended orally by mutual consent of the Northern Michigan Education Association and the School Board.
- B. The Board will furnish a copy of this agreement to each teacher and ten (10) extra copies to the Association for its use. Additional copies will be furnished to the Association at cost.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

WOLVERINE COMMUNITY SCHOOLS
BOARD OF EDUCATION

By *David V. Bennett*
Chairperson

By *David M. Soles*
Superintendent

By *Don Hinman*
Staff Liaison

By *J. L. Stafford I*
President

By *M. Kay Hinman*
MEA

By *Nettie Whittaker*
Vice President

By *Jerry R. Stewart*
Chief Spokesperson

By *Donna M. Miller*
Treasurer

By *Sue Denise*
Bargaining Team

By *Catherine S. Vroman*
Secretary

By *Jay G. Shen*
Bargaining Team

By *Larilinn Hill*
Trustee

By *Bruce E. Lauer*
Trustee

By *Jedick P. Orrey*
Trustee

SECTION 1.5 - ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board, an assignment authorizing deduction of total membership dues of the Association. This sum shall be established by the Association. Pursuant to such authorization, the Board shall deduct one-twentieth of such dues from each regular salary check of the the teacher for ten months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work except where failure to perform services during any month was the result of the teacher taking any leave of absence or illness and/or disability leave provided for in this contract.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within the thirty (30) days from the date of commencement of assigned duties or ratification of this agreement - whichever is later - shall, as a condition of employment, pay service fee to the Association and this amount shall be equivalent to dues uniformly required to be paid by members of the WEA/MEA/NEA.

In an event that a teacher does not pay such service fee or authorize payment through payroll deductions, the Board shall, at the request of the Association, terminate the employment of such teacher no later than the end of the current semester--the Association being the charging party. The parties recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- C. Upon written authorization of an individual teacher, the Board shall deposit paychecks on paydays in the teacher's account in the bank of the teacher's choice. Teachers shall be responsible for providing information necessary to make the deposits.
- D. Employees paying the service fee provided for herein may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association--a copy of which is attached hereto and made a part hereof as Appendix 6.6.
- E. 1. The Association agrees to indemnify and save the Board and each individual school board member harmless against any and all claims, demands, costs, units or other forms of liability and all court or administrative agency cost that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.
2. The Association may choose the legal counsel to defend any such suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this Article.
4. The Association has the right to decide whether to defend any such action or whether or not to appeal the decision of any court or other tribunal regarding the validity or the Article or the defense which may be assessed against the Board by any court or tribunal.

5. Nothing in Article shall relieve the Association of their liability as stated in Paragraph E. 1.

SECTION 1.6 - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, misinterpretation or misapplication of the express terms of this contract.
2. The aggrieved party is the person, persons, or the Association making the claim.
3. The term teacher includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A party of interest is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problems.
5. The term "days" shall mean school days unless otherwise stated.
6. Failure to receive a decision within prescribed time limits shall be deemed a refusal of the grievance and the grievance may then be filed at the next level.
7. If any teacher for whom a grievance is filed shall be fired but found to have been unjustly and without just cause for discharge, he/she shall be reinstated and given back pay for lost worktime and their record cleared of any reference to the action.
8. A teacher who must be involved in the process of a grievance because he/she filed the grievance or was witness to the said grievance, that teacher shall be excused from work with pay for this grievance processing purpose. This is to cover grievances which cannot be heard other than during regular scheduled working hours.

B. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the rights of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of the procedures.

C. Structure:

The Association shall establish an Association Representative in each building who shall serve as the Association grievance representative. The administration shall be notified as to who are the Association Representatives. In the event that any Association Representative is a party of interest to any grievance, he/she shall disqualify her/himself and a substitute shall be named by the Association.

D. Procedure:

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended only by mutual consent in writing.
2. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.
3. Levels of Action:

Level 1

In the event a teacher believes there is a basis for a grievance, the party shall discuss the alleged grievance with his/her supervisor and/or building principal within 30 days from when the grievance occurred or within 30 days of when said party would have had reasonable knowledge of occurrence.

Level 2

If the matter is not resolved during the informal discussion then the grievance shall be reduced to writing and filed with the principal. Within ten (10) days a formal conference shall be held.

Level 3

Within five (5) calendar days of the formal conference the principal shall, in writing, render his/her decision to the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance at Level 2 or if no decision concerning the grievance has been rendered within five (5) days after the presentation to the principal, then the grievance may be presented in writing to the superintendent.

Level 4

Within five (5) days of the receipt of the grievance the superintendent shall arrange for a conference with the grievant. Within ten (10) days of the receipt of the grievance by the superintendent, she/he shall render, in writing, a decision as to solution.

Level 5

In the event the griever is not satisfied with the disposition of his/her grievance at Level 4 or if no decision has been rendered within ten (10) days of receipt of the grievance by the superintendent, the grievance may be referred to the Board of Education's Review Committee. This committee shall be composed of three members of the Board and superintendent. Within ten (10) days of the receipt of the written referral to the Board, its review committee shall meet with the Association for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered in writing within ten (10) days of the joint meeting of the grievance and Board Review Committee.

Level 6

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association shall have 30 school days to notify the superintendent that they are filing for arbitration. If the parties cannot agree as to the arbitrator within 5 calendar 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.

The fees and the expenses of the arbitrator shall be shared equally by the parties.

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

The decision of the arbitrator will be binding on both parties and judgment thereon may be entered in any court of competent jurisdiction.

E. Rights of Representation:

Any party of interest may be represented by the Association Representative at all meetings and hearings at any level of the grievance procedure.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record and the same grievance cannot be processed again. However, if in the judgement of the Association Representative, the grievance affects a group of employees, the Association may process the grievance at the same level within ten (10) days of withdrawal date.
2. The decision regarding either proceeding to next level or dropping claims or resolution/denials of the grievance shall be placed in writing to all parties as stated on the grievance form.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant(s) in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with grievances shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievance shall be in the Appendix of the agreement and the superintendent shall make copies available to the Association.
6. Access shall be made available to all parties, places and records for all information necessary to the determination of and processing of the grievance.

7. If the grievance affects more than one building then it may be filed directly with the superintendent at Level 4.

SECTION 1.7 - NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this procedure, neither party shall have control over the selection of negotiating nor bargaining representatives from within or outside the school district. It is recognized that final ratification by a majority of the Board of Education and a majority of the membership of the Association is necessary 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 such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation of the Michigan Employment Relations Commission.
- D. At least sixty days prior to expiration of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.
- E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

SECTION 1.8 - SENIORITY

- A. No later than thirty (30) days following the ratification of this agreement and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association Representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted at the beginning of the second semester. A copy of the seniority list shall be forwarded to the Association when posted.

SECTION 2.1 - HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for a transfer to a different class or position shall be made in writing, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the grade or position sought and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year, it may difficult to fill them from within the district without undue interruption of the existing instructional program. If the superintendent, in his reasonable judgement so determines, such a vacancy may be filled on a temporary basis or a tentative basis until the end of the normal school year at which time the position will be considered vacant. No vacancy shall be filled until at least 15 days written notice of a vacancy has been given to the Association.
- C. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. In the event that an involuntary transfer is necessary, the teacher in that grade level or subject area with the least seniority shall be the teacher transferred.
- D. Vacancies
1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence.
 2. "Permanent vacancy" shall mean a bargaining unit position newly created (including but not limited to, positions created by increased enrollment, revised curriculum and increases at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause or death of the teacher assigned to said bargaining unit position.
 3. The Board shall not be required to post temporary vacancies.
 4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall publicize the same by posting the vacancy in each teachers lounge or work area for a period of not less than ten (10) workdays. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months may be mailed with summer paychecks which go to individual teachers.
 5. Any teacher may apply for any permanent vacancy. All applicants for a position shall be notified when said position is filled.
 6. In filling a temporary vacancy, the following provision shall govern:

The vacancy shall be filled by recall of a teacher on layoff from this school district. If there is no teacher on layoff or there are no laid-off teachers who wish to take a part-time position from this school district certified for the vacancy, the Board may fill the vacancy from any source.

7. a. The vacancy may be filled by a present staff member who is certified for the position and who applies for said position. If two or more teachers on the staff apply for the vacancy and if qualifications of the applicants are equal, seniority will be the determining factor.

SECTION 2.2 - RESIGNATIONS

- A. When a teacher desires to resign during the period of his/her contract, he/she shall file a request at least thirty (30) days in advance in writing, stating his/her reasons, with the superintendent. The teacher will be notified in writing of the Board's decision within thirty (30) days of his/her request. His/her resignation may be accepted by the Board if, in their judgement, the reasons are valid. For any contract not fulfilled with Board approval, the Board will take action as it sees fit.

SECTION 2.3 - ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Acts, the Board hereby agrees that every teacher of the school shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the state of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this agreement.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the school property at all reasonable times after notifying the administration in advance provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment including typewriters, mimeograph machines, other equipment, calculating machines and all types of audio-visual equipment when school is not in session and when such equipment is not otherwise in use. The Association will be responsible for cost of breakage and materials used.
- D. The Association shall have the right to post notices of its activities and matter of the Association's concern on teacher bulletin boards-- at least one of which will be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing his/her insignia pins or other identification of membership of the Association either on or off school premises. Teachers shall not be

interrupted in regard to Association business when classes are in session.

- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data and names and addresses of all teachers.
- F. The Board shall place on the agenda at each regular Board meeting as an item for early consideration under "New Business" any matters brought to its consideration by the Association providing that these matters are made known to the Superintendent at least five (5) school days prior to said regular meeting.
- G. Members of the Association, for whom the Board of Education has provided a graduation gown, representative of their respective institution of higher learning, are encouraged to attend the twelfth (12th) grade graduation exercises of the Wolverine Community Schools. It is understood occasions may occur which prevent the member from being in attendance.

SECTION 2.4 - INNOVATIVE AND EXPERIMENTAL PROGRAMS

- A. The parties recognize the need for experimentation and innovation in education programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class. (Teachers shall be involved in planning of such changes and no changes shall be made without the knowledge of the Association and the teacher or teachers concerned.)

SECTION 2.5 - TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a state approved teaching certificate of license.
- B. The employment of teachers with special certificates may be permitted in cases of absolute necessity and the Association shall be notified in each instance.
- C. Since pupils are entitled to be taught by teachers who are working within their areas of certification, teachers shall not be assigned - except for good cause and with the consent of the teacher - outside the scope of their teaching certification or their minor field of study.
- D. Any assignments in addition to normal teaching schedules during the regular school year, including adult education courses, driver education, extra-curricular duties enumerated in Appendix B.1, shall be with the consent of the teacher. Preference in making such assignments should be given on seniority basis to degree teachers regularly employed in the district, if properly certified and qualified. If no member of the bargaining unit elects to take the assignment, the Board can offer the assignment to someone outside the bargaining unit.

- E. All returning teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the last day of school. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the fifteenth day of August preceding the commencement of the school year unless an emergency situation requires same and the Association shall be notified in each instance.

SECTION 2.6 - TEACHER EVALUATION

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. All such responsibilities shall be appropriate for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated.
- B. A committee consisting of equal numbers of administrators and teachers shall devise an evaluation tool which shall contain specific criteria and additional procedures for evaluation. Each party shall have the power to designate its own representatives on the committee.
- C. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated a minimum of three times during the year; no earlier than one month following the teacher's commencement of service and no later than ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year. Evaluation is an ongoing process.
- D. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio-visual systems and similar surveillance devices unless approved by the teacher involved will be strictly prohibited.
- E. Evaluation shall be conducted by the teacher's immediate supervisor or administrator familiar with the teacher's work who shall be designated by the Board.
- F. A written copy of the evaluation shall be given to the teacher and a conference with the principal (or other observer) shall be conducted within (10) days following said observation; appointment to be arranged by the administration with said teacher. All evaluation shall be based upon valid criteria for improvement of instruction. The evaluating administrator shall give suggestions for improvement of any deficiencies noted in the evaluation.
- G. No later than ninety (90) days prior to the end of the school year, which is June 30, the final evaluation report will be furnished to the superintendent covering the 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.

SECTION 2.7 - PERSONNEL FILES AND RECORDS

- A. A teacher shall have the right, upon request, to review the contents of his own personnel file with the exception of recommendations received at the time of hiring or other information which is normally considered as confidential. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- B. Any material contained in the teacher's personnel file which is more than three years old shall, upon the request of said teacher, be removed.
- C. Any complaint made against a teacher or a person for whom the teacher is responsible will be promptly called to the attention of the teacher. Complaints shall not be incorporated into the teacher's evaluation or file unless the teacher has been informed of the complaint and due process has been followed. The teacher shall be informed of any additions to his/her file and shall be accorded the opportunity to attach a response.

SECTION 2.8 - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. Layoffs shall be defined as reduction in work force due to reasons such as declining student enrollment or shortage of revenues.
- B.
 - 1. In the event of or need to lay off, the Board will not lay off teachers having valid contracts during the school year. Teachers who will be laid off for the following school year will receive notice 30 days prior to the end of the current school year. Lay-off notification shall be allowed during the summer break period but must occur prior to July 1.
 - 2. In the event \$10,000.00 is cut by executive orders from the original appropriation for that year, the Board may lay off teachers on a thirty calendar day notice. Further, if the student enrollment is reduced by 20 students or more, the Board may lay off teachers beginning the second semester based on a notice to the teacher by October 15 of the preceding semester based on the Fourth Friday Count.
 - 3. If the school district is not eligible to receive state aid, Paragraph B. 2. has no application.
- C.
 - 1. Layoffs, when necessitated, shall be affectuated in the following manner: The Board may consult with the Association as to programs for the following year. The list of district staff positions shall be sent to the Association prior to layoffs.
 - 2. Teachers shall be laid off and recalled on the basis of their seniority, certification and qualification standards as outlined in Section 2.5.
- D. Laid-off teachers shall be recalled to the first vacancy for which they are certified in reverse order of layoff.

- E. A laid-off teacher shall be considered laid off until she/he is reinstated in the district. Refusal of an offer from the Board of a position for which the laid-off teacher is certified or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
- F. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- G. Laid-off teachers who complete the full academic year shall continue to receive full fringe benefits throughout the summer months. Teachers laid off during the academic year shall receive a prorata share of their fringe benefits (i.e., one semester of work equals six months of fringe benefits).
- H. A laid-off teacher may continue his/her insurance benefits by paying monthly normal per-subscriber group rate premium for such benefits to the Board as determined by insurance carrier.
- I. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leave of absence to teachers who make such requests.

SECTION 2.9 - DISCIPLINE OF TEACHERS

- A. Teachers are expected to comply with the written rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuse of illness and/or disability leave or other leaves, chronic tardiness or absences or willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline and deficiencies in professional performance shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- C. A teacher at all times shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance. The Association shall be notified in advance of meetings for such purpose.

When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. However, discipline may occur immediately if warranted by the seriousness of the offense.

- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. No open conflict between administration and teacher shall take place in presence of students and/or any noninvolved parties. And such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or its representatives therefore shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association if the teacher so desires.

SECTION 2.10 - COMMITMENT TO IN-SERVICE

- A. In-service workshops shall be arranged by the administration in cooperation with the Association.

SECTION 2.11 - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the School Code and the laws of the state, the Constitution of the state of Michigan and the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces of the entire school system.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule of all foregoing.
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein.
 5. Determine the qualifications of employees.
 6. Determine the policy affecting the selection or training of employees.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluations, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and Ad-

- B. ministrative staff shall be free to exercise all its managerial rights and authority.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board may, at its discretion, require any teacher to submit to a psychiatric examination designated by the Board and paid for by the Board. The teacher may select an additional certified psychiatrist of his/her own choice and the teacher will be responsible for all expenses involved. The teacher has a right to a hearing before the Board. A statement by both psychiatrists will be considered by the Board as evidence of the teacher's fitness to continue his/her employment.

SECTION 2.12

JOINT INSTRUCTIONAL COUNCIL AND IN-SERVICE TEACHER DEVELOPMENT

- A. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions thereon made by its representative and the Association.
- B. Upon request of the superintendent, each teacher shall be required to participate in the curriculum study, research and revision committees during the school year as a part of professional development and involvement. Meetings of such committees shall take place within or consecutive with the teacher work day. Arrangements for these curriculum revision committee meetings shall be made by the superintendent or his designee.

SECTION 2.13 - TEACHER - INSTRUCTIONAL AIDE RELATIONS

- A. Each teacher shall evaluate the aide for whom she/he is responsible. Such evaluation shall state strength and weakness. A program to improve deficiencies will be worked on between administration and teacher. Such programs shall include timelines for improvement.

SECTION 2.14 - TEACHER RIGHTS

- A. The provision of this agreement and wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or personal life.
- B. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

SECTION 3.1 - ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- B. All communications obtained by a teacher in the course of his/her professional duties and deemed, by said teacher, to be of confidential nature, need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.
- C. The Board's legal obligation of setting curricula and selecting textual material shall not be diminished by Article A in this Section.

SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to said pupil.
- B. It is recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. However, a teacher may use force as prescribed by the principal which shall be a part of school policy set at the beginning of the school year.
- C. A teacher may suspend a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will permit, all further particulars of the incident. A conference will be arranged with the parents of said student if deemed advisable by the teacher and the principal.

- D. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his parents and the teacher when warranted. Transfer of the student to another teacher or other measures, short of suspension, will be exhausted.
- E. Any case of assault upon a teacher on school ground or at a school sponsored activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Board will not, however, be obligated to provide legal assistance to the teacher in a resulting suit for damages.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal advice and render all reasonable assistance to the teacher in his/her defense, provided the teacher has acted within the scope of Board policy.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided that the teacher has acted within the scope of Board policy.
- H. The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises, except for such damages as covered by insurance, provided such damage does not occur from negligence.
- I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereon be included in said teacher's file unless such matter is promptly reported in writing to the teacher concerned.
- J. Keeping a student after school should be the last resort type of discipline. Parents are to be notified when a student will be retained after school. The parents must be told the reason for the disciplinary action and they will be responsible for transporting the student when retained after school. A written report will be forwarded to the parents and a copy retained in the student's file.

SECTION 3.3 - SCHOOL EQUIPMENT

- A. Teachers shall be held accountable for school materials, equipment and facilities assigned to them where gross negligence is clear and present.

SECTION 3.4 - TEACHING FACILITIES

- A. The Board shall make available in each school, restrooms and lavatory facilities exclusively for staff use. At least one room, furnished with tables, chairs, shall be available in each school.

- B. In the elementary school, a phone and soft beverage machine shall be made available. In the high school, a refrigerator shall be made available. These rooms shall be reserved for use as a faculty work-room. Where more than one room in a building is provided, smoking will be allowed in one. Provisions for such facilities will be made in all future buildings.

SECTION 3.5 - TEACHING HOURS

A. Elementary

The elementary teachers' workday shall consist of five pupil instructional hours, a thirty-minute lunch period and a ten-minute supervision period prior to the start of the instructional day and in addition, be available to the students for ten minutes at the end of the instructional day. The sixty-minute preparation period per day may be scheduled by each teacher for either prior to or after close of the instructional day by arrangement with the building administrator. The workday shall encompass a six-hour and forty-minute workday.

B. Senior High-Junior High

The senior high school and junior high school teachers' workday shall consist of five pupil instructional hours composed of six periods of no more than fifty minutes per period or five periods of no more than sixty minutes per period. In addition, there shall be a ten-minute report-in time prior to the first class of the day and a ten-minute time after classes end for the teacher to be available to the students. The sixty-minute preparation period per day may be scheduled by each teacher for either prior to or after the close of the instructional day by arrangement with the building administrator and inclusive of either the report-in time or ending time.

Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

- C. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day after buses have gone.
- D. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be proceeded through the professional grievance procedure.

SECTION 3.6 - CLASS SIZE AND TEACHING CONDITIONS

The Board and the Association recognize that optimum school facilities for both students and teachers are desirable to insure 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 insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil/teacher ratio is an important aspect of an effective educational program, the parties agree to recommend that the following class size should be a goal to strive for.

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	20	30
First, Second, Third	20	30
Fourth, Fifth, Sixth	20	30
2. <u>Secondary</u>		
English	20	30
Social Studies	20	30
General Education	20	30
Mathematics	15	25
Chemistry	10	10
Physics	10	15
Language	10	20
Business	20	30
Typing	10	10
Homemaking	15	25
Speech	20	30
Conversation	20	30
Vocational Arts	15	20
Music		
Physical Education		
Hygiene		

- B. All classroom teachers must provide a three-day detailed lesson plan which contains general plans. This plan book will be either in the teacher's classroom or the principal's office.
- C. A teacher will report to the superintendent's office before the last day of school to clear up any financial matters such as sponsorships, organizations, etc..
- D. Teachers shall be familiar with and abide by the contents of the Student Handbook, Board Policy, Teacher's Handbook and any other official Board publications pertaining to the procedures of the school district as long as it does not conflict with the provisions of this agreement.
- E. When a teacher finds it necessary to be absent from school, she/he will contact the building principal no later than 7:15 A.M. The superintendent will be contacted only if the principal is not available. The administrator shall be responsible for providing a substitute teacher to assume the absent teacher's class load.
- F. Upon the request of the administration, each teacher shall attend no more than one staff meeting per month. Meetings shall be scheduled one week in advance; however, a meeting may be called at any time if an emergency arises. Staff meetings shall not be longer than one hour and shall be on a teaching day, immediately following school hours or preceding school hours.

- G. All teachers, unless excused by the administration, shall attend each staff meeting.
- H. Pay for additional hours of credit taken after securing permanent certification requirements will be made only if such hours were earned in subject matter or practices directly related to the assignment or projected assignment of the teacher requesting such pay.

SECTION 3.7 - PREPARATION, PLANNING AND DUTY-FREE LUNCH

- A. Teachers will be provided with at least sixty minutes of relief time each day in blocks of no less than thirty minutes by qualified personnel.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty minutes.

SECTION 4.1 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of each school year, each teacher shall be credited with two days to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher except in cases of emergency as deemed by the administration. The teacher planning to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. Professional days shall be used for the purpose of:
 - 1. Visitation to view other instructional techniques or programs.
 - 2. Conferences, workshops or seminars conducted by colleges, universities and the MEA, NEA and/or affiliate departments thereof.

The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop or seminar. Professional business days shall not be deducted from sick leave.

- B. At the beginning of every school year, each teacher shall be credited with four days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance except in cases of emergency. These personal days are not cumulative.
- C. Any teacher called for jury duty during school hours shall receive an amount equal to full compensation. If the teacher receives pay for his/her jury duty, the Board shall pay the amount necessary to equal his/her full salary compensation. Such hours shall not be deducted from sick leave.

- D. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration of fact finding shall be paid his full salary for such time spent giving testimony except as such testimony be with regard to negotiation of a master agreement.
- E. The Board shall provide to the Association, a total of twelve days per school year of released time for the handling of Association business as deemed necessary by the Association president. The Association shall reimburse the district for substitute costs and shall, except in emergency situations, give at least three days prior notification to the administration.
- F. Personal and professional days will be paid up to three unused days at the end of the school year (June 30) at the rate of \$20.00 per day. Any remaining days will be paid for as stated in Section 5.2.
- G.

SECTION 4.2 - UNPAID LEAVES

- A. Upon application, a leave of absence of up to two (2) years shall be granted to any teacher who has received tenure in Wolverine School District for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities or for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps; Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, the teacher shall not be granted seniority or receive increments for the leave period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, for up to two years. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such periods.
- C. A leave of absence not to exceed four (4) years shall be granted to any teacher, upon application, for the purpose of campaigning for or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was on at the time the leave of absence started.
- D. **Child Care Leave**

A leave of absence shall be granted to any teacher, upon application, for the purpose of child care. Upon return from such leave, the teacher shall not be granted seniority or receive increments for the leave period.

1. The initial leave period shall be as mutually agreed between the teacher and the Board for a period not to exceed one year. Upon request, the leave may be extended yearly by the Board for a period not to exceed five (5) years.
2. Upon request to the Board, a pregnant teacher may commence child care leave after the birth of the child when doctor in attendance determines she is no longer disabled.
3. Upon request to the Board, child care leave may be terminated in the event of the death of the object child of leave.

SECTION 4.3 - ILLNESS OR DISABILITY

- A. At the beginning or each year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to one calendar year. The leave is renewable by the Board upon written request of the teacher.
- C. Sick leave may be used for:
 1. Personal illness or disability of the teacher, including all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 2. Serious illness within the immediate family of the teacher. (Immediate family shall mean mother, father, children, grandparents and anyone living in the contracted person's household.)
- D. For less than a full year of teaching, sick leave will be prorated.
- E. Up to five (5) days may be taken by a teacher for death in his/her immediate family in which he/she was raised or of an in-law parent. Such leave shall not be deducted from the teacher's sick leave. (Immediate family shall mean mother, father, children, grandparents and anyone living in the contracted person's household.)
- F. A teacher's sick leave will not be charged for absence resulting from injuries received during the regular school day or while working at school - sanctioned events.
- G. The amount of accumulated sick leave will appear on the teacher's bi-weekly pay statement twice a year, September and February or anytime that the teacher requests same in writing to the superintendent.

SECTION 5.1 - INSURANCE PROTECTION

A. Health Insurance

The Board shall provide without cost to the employee, MESSA Super Med II full family protection for a full twelve-month period for each employee.

B. Dental Care

The Board shall provide without cost to the employees, the MESSA/Delta Dental Program C-01 (50/50/50) for the employee, spouse and/or dependents for a full twelve-month period.

C. Each teacher may, at this option, obtain any other MESSA benefit in lieu of health insurance. He/she shall receive these benefits in an amount equal to the subscriber rate for MESSA Super Med II.

D. Effective September 1, 1987, the employer shall provide without cost to each eligible bargaining unit member, MESSA Plan II Long-Term Disability insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2,500.00 and shall begin after the later of

1. Exhausting of the bargaining unit member's accumulated sick leave (plus the days guaranteed from the bargaining unit's negotiated sick leave bank, if any) or
2. Expiration of 30 calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need to be consecutive and for the same condition.)

SECTION 5.2 - COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Section 6.1 which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period.
- B. All teachers shall be given full credit on the salary schedule set forth in Section 6.1 for five years of outside teaching experience in any school district accredited by a recognized accrediting agency. From one-half up to a full year shall be counted as a full year. Teachers who left the system through resignation shall, if rehired, be hired back on the same basis as a new employee.
- C. The salary schedule is based upon the regular school calendar as set forth in Section 6.2 and the normal teaching assignment as defined in this agreement. For teaching assignments in excess of the regular school calendar or the normal teaching load, teachers will be compensated at the rate of \$8.00 per hour.
- D. Teachers involved in voluntary extra-duty assignments as set forth in Section 5.3 which is attached to and incorporated in this agreement, shall be compensated in accordance with the provisions of this agree-

ment. Upon request of a bargaining unit member, any compensation which is for work other than the regular teaching pay (i.e., extra-curricular) shall be figured separately for tax purposes.

- E. If a teacher earns enough credits by the first day of each semester to advance from one salary bracket to another, then his/her salary will be figured at the new level and his/her contract rewritten for the remainder of the year.
- F. If a teacher shall teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at the rate of \$8.00 per hour.
- G. Commencing with the 1980-81 school year, each teacher who has accumulated a minimum of fifty (50) sick/personal business/professional days shall, upon termination of employment in the system, receive partial pay for all sick/personal business/professional days accumulated. The amount of partial pay will be determined by figuring 15% of 1/180 of that teacher's last annual salary multiplied by the total number of sick/personal business/professional days accumulated. For example, a teacher with a 100 accumulated sick/personal business/professional days leaves the school while earning \$30,000.00 per year, therefore, $15\% \times \$30,000.00 / 180 \times 100 = \$2,500.00$.
- H. Each teacher who has accumulated a minimum of fifty (50) sick/personal business/professional days shall, upon retirement from employment in the system, receive partial pay for all sick/personal business/professional days accumulated.

The amount of partial pay will be determined by figuring fifteen (15%) of 1/180th of that teachers last annual salary multiplied by the total number of sick/personal business/professional days accumulated and then multiplied by the appropriate following factor.

<u>YEARS BEFORE NORMAL RETIREMENT AGE</u>	<u>FACTOR</u>
10	3.0
9	2.8
8	2.6
7	2.4
6	2.2
5	2.0
4	1.8
3	1.6
2	1.4
1	1.2

For example, a teacher with 100 accumulated sick/personal business/professional days retires from the school system five (5) years before the normal retirement age and is earning \$30,000.00 that year; therefore

$$15\% \times \$30,000.00 / 180 \times 100 = \$2,500.00$$

$$\$2,500.00 \times (\text{the factor}) 2.0 = \$5,000.00$$

Normal retirement age will be considered to be age 65.

This is an option to 5.2 G and persons are not to be compensated under both sections.

SECTION 5.3 - EXTRA-CURRICULAR COMPENSATION

Reimbursement for responsibilities in connection with the school's extra-curricular program shall be as follows:

<u>Position</u>	<u>Percent of Step</u>
Varsity Basketball.....	10
Junior Varsity Basketball.....	7
Baseball.....	5
Softball.....	5
Track.....	3
Junior High Track.....	1.5
Eighth Grade Basketball.....	3
Seventh Grade Basketball.....	3
Cheerleading.....	3
Twelfth Grade Sponsor.....	1.4
Eleventh Grade Sponsor.....	1.4
Student Council.....	3
Drama.....	2
Band.....	5
Cross Country.....	2
Yearbook.....	2

If chaperones are needed, salary will be negotiated with the Association.

SECTION 6.2 - CALENDAR

1982-83: Per Circuit Court Order File #83-5000 CL:

"Now Therefore, it is hereby ordered that Wolverine Community Schools shall provide one hundred eighty (180) days of student instruction for the 1982-83 school year."

1987-88 and 1988-89: There will be a total of 181 days each year.

1986-87

September 2	First Day of School Grades K-12, Full Day Session, 10:00 A.M. First Day of School Kindergarten (Full Days Tuesday, Wednesday, Thursday).
November 27-28	Thanksgiving Vacation
December 1	School Reopens
December 24- January 2	Christmas Vacation
January 5	School Reopens
March 30- April 3	Spring Break
April 6	School Reopens

April 17 No School - Good Friday
May 25 No School - Memorial Day
June 3 Last Day of School (1/2 Day)

Parent-Teacher Conferences to be held on the first Thursday after the first and third marking periods.

Make-Up Snow Days

- A. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:
1. When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.
 2. To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provision shall be null and void as to the extent of the inconsistency.
- B. Should a closing because of conditions not within the control of school authorities require the scheduling of additional days of student instruction because previously scheduled days could not be counted to meet the 180-day requirement, such additional days will be rescheduled as follows:
1. One-half days of instruction (mornings) for each rescheduled day to commence at the conclusion of the scheduled school year unless an alternate agreement is mutually agreed upon by the W.E.A. and the Wolverine Board of Education.
 2. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

1989-90

<u>Step</u>	<u>BA</u>	<u>BA +10</u>	<u>BA +20</u>	<u>MA</u>	<u>MA +10</u>	<u>MA +20</u>
0	17,180	17,543	17,907	18,272	18,635	19,001
1	18,726	19,088	19,452	19,816	20,178	20,544
2	19,816	20,178	20,544	20,907	21,271	21,633
3	20,726	21,088	21,454	21,815	22,180	22,542
4	21,633	21,998	22,360	22,723	23,087	23,451
5	22,542	22,906	23,269	23,632	23,996	24,360
6		23,814	24,175	24,541	24,906	25,268
7		24,722	25,087	25,452	25,815	26,178
8		25,636	25,997	26,362	26,725	27,087
9		26,543	26,905	27,270	27,633	27,996
10		27,578	27,947	28,311	28,678	29,041
11		28,544	28,924	29,302	29,679	30,056
12		29,544	29,937	30,325	30,719	31,112
17		30,726	31,134	31,538	31,948	32,356

1990-91

0	18,211	18,596	18,981	19,368	19,753	20,141
1	19,850	20,233	20,619	21,005	21,389	21,777
2	21,005	21,389	21,777	22,161	22,547	22,931
3	21,970	22,353	22,741	23,124	23,511	23,895
4	22,931	23,318	23,702	24,086	24,472	24,858
5	23,895	24,280	24,665	25,050	25,436	25,822
6		25,243	25,626	26,013	26,400	26,784
7		26,205	26,592	26,979	27,364	27,749
8		27,174	27,557	27,944	28,329	28,712
9		28,136	28,519	28,906	29,291	29,676
10		29,233	29,624	30,010	30,399	30,783
11		30,257	30,659	31,060	31,460	31,859
12		31,317	31,733	32,145	32,562	32,979
17		32,570	33,002	33,430	33,865	34,297

1991-92

0	19,304	19,712	20,120	20,530	20,747	21,349
1	21,041	21,447	21,856	22,265	22,672	23,084
2	22,265	22,672	23,084	23,491	23,900	24,307
3	23,288	23,694	24,105	24,511	24,922	25,329
4	24,307	24,717	25,124	25,531	25,940	26,349
5	25,329	25,737	26,145	26,553	26,962	27,371
6		26,758	27,164	27,574	27,984	27,855
7		27,777	28,188	28,598	29,006	29,414
8		28,804	29,210	29,621	30,029	30,435
9		29,824	30,230	30,640	31,048	31,457
10		30,987	31,401	31,811	32,223	32,630
11		32,072	32,499	32,924	33,348	33,771
12		33,196	33,637	34,074	34,516	34,958
17		34,524	34,982	35,436	35,897	36,355

WOLVERINE COMMUNITY SCHOOLS

1989-1990

JULY

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

*K-12
10 A.M.*

AUGUST

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

SEPTEMBER

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

4

19

OCTOBER

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

22

NOVEMBER

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

*10 weeks
1st mky. period*

20

16

JANUARY

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

22

FEBRUARY

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

20

MARCH

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

22

APRIL

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

15

MAY

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

*4th mky. period
8 wks. + 2 days*

30

JUNE

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

180

**If we anticipate having to make up snow days in May or June, then school will be in session Good Friday until 11:35 a.m.

- ✓ = Holiday or Vacation Days
- = First and Last Day of Instruction
- * = End of Marking Period/
High School & Elementary
- ⊙ = Parent-Teacher Conferences
- △ = Vacation Period/½ Day
- ▽ = Inservice or Curriculum/½ Day

WOLVERINE COMMUNITY SCHOOLS

1990-1991

JULY

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

*K-12
10 A.M.*

AUGUST

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

SEPTEMBER

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

4 19

OCTOBER

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

23

NOVEMBER

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

20

DECEMBER

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

15

JANUARY

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

22

*2nd mkg. period
9 weeks*

FEBRUARY

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

20

MARCH

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

20

*3rd mkg. period
9 weeks*

APRIL

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

17

MAY

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

20

*4th mkg. period
8 weeks + 3 days*

JUNE

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

180

**If we anticipate having to make up snow days in May or June, then school will be in session Good Friday until 11:35 a.m.

- ✓ = Holiday or Vacation Days
- = First and Last Day of Instruction
- = End of Marking Period/ High School & Elementary
- ⊙ = Parent-Teacher Conferences
- △ = Vacation Period/1/2 Day
- ▽ = Inservice or Curriculum/1/2 Day

WOLVERINE COMMUNITY SCHOOLS

1991-1992

JULY					AUGUST					SEPTEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5				1	2	✓2	3	4	5	6
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
29	30	31			26	27	28	29	✓30	30				

*K-12
10 A.M.*

4

20

OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	✓23	✓24	✓25	✓26	✓27
28	29	30	31	25	26	27	✓28	✓29	✓30	✓31				

*10 weeks
1st mky period*

23

19

15

JANUARY					FEBRUARY					MARCH				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		✓	2	3	3	4	5	6	7	2	3	4	5	6
6	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27	28	23	24	25	26	27
27	28	29	30	31						30	31			

*9 weeks
2nd mky period*

*10 weeks
3rd m*

22

20

22

APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
✓20	✓21	✓22	✓23	✓24	18	19	20	21	22	22	23	24	25	26
27	28	29	30	✓25	26	27	28	29	29	30				

*4th mky period
9 weeks*

16

19

180

**If we anticipate having to make up snow days in May or June, then school will be in session Good Friday until 11:35 a.m.

- ✓ = Holiday or Vacation Days
- = First and Last Day of Instruction
- * = End of Marking Period/
High School & Elementary
- ⊙ = Parent-Teacher Conferences
- △ = Vacation Period/1/2 Day
- ▽ = Inservice or Curriculum/1/2 Day

SECTION 6.3 - GRIEVANCE FORM

Grievance # _____ School District _____
Distribution of Form:
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate _____

Building Assignment Name of Grievant Date Filed

LEVEL II

A. Date cause of grievance occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

LEVEL III

A. Disposition by Principal _____

Signature Date

B. Position of Grievant and/or Association _____

Signature Date

LEVEL IV

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

LEVEL V

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

LEVEL VI

A. Date submitted to Arbitration _____

B. Disposition of Arbitrator _____

Signature Date

NOTE: If additional space is needed in reporting any grievance, attach an additional sheet.

SECTION 6.4 - CODE OF ETHICS OF THE EDUCATION PROFESSION

(Adopted by the NEA Representative Assembly, July, 1968)
(Amended July, 1970)

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He regards as essential to those goals, the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education and engages himself, individually and collectively with other educators, to judge his colleagues and to be judged by them in accordance with the provisions of this code.

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student towards realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his pursuit of learning and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the ground of race, color, creed or national origin, exclude any student from participation in or deny him benefits under any program nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence, information that has been obtained in the course of professional service unless disclosure serves professional purpose or is required by law.
8. Shall not tutor for remuneration students assigned to his classes unless no other qualified teacher is reasonably available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he is affiliated and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgement nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of services of the education profession directly influences the nation and its citizens. He, therefore, exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgement is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning and programs of professional organizations.

In fulfilling his obligation to the profession, the educator:

1. Shall not discriminate on the ground of race, color, creed or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide, upon the request of the aggrieved party, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon integrity, dignity and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility, on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding the position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall not accept a position when so requested by the appropriate organization.
5. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.

8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose of which it is intended.

NATIONAL EDUCATION ASSOCIATION BYLAWS

Article 1, Section 13: Adherence to the Code of Ethics adopted by the Association shall be a condition of membership. The Committee on Professional Ethics shall, after due notice and hearing, have power to censure, suspend or expel any member for violation of the code, subject to review by the Ethics Committee. A member may, within sixty days after a decision by the Ethics Committee, file an appeal of the decision with the executive secretary.

SECTION 6.5 - NO REPRISAL STATEMENT

Teachers returning to work under the provisions of this agreement shall not be disciplined or discriminated against in any manner because of their participation in withholding of services from the employer from February 16, 1983 through March 6, 1983.

SECTION 6.6

POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES

Upon timely objection, no teacher required to pay a service fee to a local association affiliated with the Michigan Education Association (M.E.A.) shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and employee representation, which he/she opposes. A teacher who, in compliance with the administrative procedures established by the Director of the Michigan Education Association, objects to the use of a portion of his/her service fee to support such an ideological cause or political activity, shall be entitled to pay a reduced fee based upon the M.E.A. Director's determination of the percentage of the M.E.A. annual budget spent for ideological or political purposes unrelated to collective bargaining, contract administration, grievance adjustment and employee representation.

OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES ADMINISTRATIVE PROCEDURES

Section I

Objections under the policy regarding Objections to Political-Ideological Expenditures ("the policy") shall be made by giving written notice to the Director of the Michigan Education Association. Notice shall be given in writing during the period of September 1 through the fifteenth of each year and shall specify those causes, programs and activities to which the teacher objects or that the teacher objects to the use of a portion of his/her service fee for any political activity or ideological cause unrelated to collective bargaining, contract administration, grievance adjustment and teacher representation. An objection must be renewed each fiscal year (September 1 to August 31).

Upon receipt of the objection, the director or his delegate shall determine first whether the cause, program or activity to which the teacher objects is in fact an ideological cause or political activity within the meaning of the policy is one which is unrelated to organizing, collective bargaining, contract administration, grievance adjustment or teacher representation. Second, the director or his delegate, if he determines that in fact the cause, program or activity to which the teacher objects is an ideological cause or political activity, shall determine the prorata amount of the teacher service fee that has been expended upon such cause, activity or program. If the teacher has objected to the use of a portion of his/her service fee for any political activity or ideological cause as defined herein, the director or his delegate shall determine (1) the prorata amount of the teacher service fee that has been expended or will be expended on all such causes and activities and (2) the reduced fee accordingly required to be paid by the teacher. Upon written request, the director or his delegate shall provide to the teacher, a copy of the approved budget for the year in question.

Section II

A teacher dissatisfied with the determination of the director may appeal that determination to the M.E.A. Board of Directors. An appeal to the executive Board may be taken within thirty days of receipt of determination of the director. The appeal shall be taken by giving a written notice to the director, of the teacher's desire to appeal his/her determination to the Board of Directors. The teacher, along with his/her notice of appeal, may submit to the board such written statements and other evidence in support of his/her position as he/she deems necessary. The board shall reach a decision upon the appeal as soon as practicable, preferably within sixty days from receipt of the appeal. If the individual is dissatisfied with the decision of the board, he/she may further appeal by commencing or otherwise being bound by, appropriate proceedings in the Michigan Employment Relations Commission.

Section III

These procedures apply to the amounts remitted to the Michigan Education Association as well as amounts retained by the local associations affiliated with the Michigan Education Association. The local associations shall reimburse the Michigan Education Association for any amounts rebated on its behalf under the policy.

SECTION 6.7

ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the association and the continued employment of its members of such district.

SECTION 6.8 - LETTER OF AGREEMENT

It is hereby agreed by and between the parties that as a condition of the settlement of the collective bargaining agreement between them, no claims that may give rise to a grievance or grievances shall be filed or pursued upon any incident or action which has occurred prior to the ratification date of this agreement and the collective bargaining agreement between them. Applications or the provisions of the collective bargaining agreement shall be prospective from the date of ratification unless expressly stated otherwise in the agreement.