

COOPERATIVE AGREEMENT
 BETWEEN
 THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL BOARD
 AND
 THE WEXFORD-MISSAUKEE PROFESSIONAL ASSOCIATION MEMBERS

- 1996-1997
- 1997-1998
- 1998-1999
- 1999-2000

Wexford Missaukee Intermediate School District

TABLE OF CONTENTS

ARTICLE I	Recognition	1
ARTICLE II	Negotiation Procedure	1
ARTICLE III	School Day & Conditions	2
ARTICLE IV	Employment Conditions	4
ARTICLE V	Summer and Adult Education Compensation . .	5
ARTICLE VI	Technical & General Maintenance	6
ARTICLE VII	Extended Services Compensation.	6
ARTICLE VIII	Mileage & Meal Reimbursement.	6
ARTICLE IX	Fringe Benefits	6
ARTICLE X	Leave of Absence	
	Sick.	8
	Personal.	9
	Jury Duty	9
	Sabbatical.	10
	Maternity	10
	Adoptive.	11
	Other	11
ARTICLE XI	Employment Postings	12
ARTICLE XII	Grievance Procedures.	12
ARTICLE XIII	Seniority, Reduction in Personnel	14
ARTICLE XIV	Salary Schedules.	16
ARTICLE XV	Professional Staff Evaluations.	21
ARTICLE XVI	Electronic Media.	30
ARTICLE XVII	Miscellaneous	30
	Calendars	32
	SMI Calendars	36

Cooperative Agreement

between

THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL BOARD

and

THE WEXFORD-MISSAUKEE PROFESSIONAL ASSOCIATION MEMBERS

1996-2000

Article I
RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.
- B. The Board agrees not to negotiate with any Professional Personnel nor to negotiate with any teacher's organization other than the Wexford-Missaukee Professional Association (WMPA).
- C. The terms staff member or instructor when used in this agreement shall refer to all certified, state approved professional and state authorized employees, but excluding administrators, aides, substitutes, adult education and all other employees.

Article II
NEGOTIATION PROCEDURE

The following, and any other pertinent points stated herein are recognized as an agreement between the Wexford-Missaukee Intermediate School Board and the staff members of the Wexford-Missaukee Intermediate School District, and this agreement will be maintained on record in the minutes of the Intermediate School Board meeting at which final action is taken on it.

- A. That all points mutually agreed to be included within the agreement between the Wexford-Missaukee Intermediate School Board and the W-M ISD staff members be agreed upon and the entire agreement be worked out in committee before acceptance by either the school board or the staff members.
- B. That all points mutually agreed upon will become effective on the first contract day of the 1996-97 school year, and, if necessary retroactive reimbursement will be made to the staff should mutual agreement not be made until after the first day of the 1996-97 school year.

The salary schedules for each school year become effective on the first day of the new school year in August.

Article III SCHOOL DAY AND CONDITIONS

This Agreement shall be conditions for contract employment of all staff members for the school years 1996-2000 with individual contracts of employment issued to those staff members within thirty (30) days from the ratification of this agreement. A school year shall consist of no more than 186 days in 1996-97, 187 days in 1997-98, 188 days in 1998-99, and 189 days in 1999-2000. The above includes the equivalent of four days for orientation and/or professional development.

- A.
 - 1. The Board and the staff recognize the normal day for full-time staff members to be 7 1/2 hours. This shall include a duty free lunch period of 40 minutes.
 - 2. Staff time for class and/or report planning and preparation shall be scheduled during the regular work week of not less than 150 minutes per week. Staff will work out the schedule with their immediate supervisor.
 - 3. The Wexford-Missaukee ISD holds open houses, parent/student nights, and advisory committee meetings to foster positive school/community relationships and ensure relevant curriculum development and delivery.

These activities are held both during regular

staff school hours and sometimes before and after regular staff school hours. WMISD professional staff are to promote, attend, and participate in these activities.

- B. More specifically for Career-Technical staff it is recognized that as part of their normal work day each employee is expected to interact with prospective employers, placement officers at the Career-Technical Center, plan lessons, equipment, and materials and keep their shops arranged and neat.
 - 1. The employer shall establish specific beginning and ending times for employees to be on duty.
 - 2. Staff members shall remain in their room until all buses have left.
 - 3. Every effort will be made to avoid unnecessary interruptions during classroom time.
 - 4. CTC staff are to plan, schedule, attend and chair their own program advisory committee meetings in accordance with OCTE guidelines and regulations.
- C. Itinerant and non-classroom staff members shall be assigned by their respective directors after consultation on scheduling with their itinerant employee.
- D. Attendance at professional staff meetings is mandatory. Notice of such meetings shall be made to all instructional staff concerned six (6) hours prior to such meetings. Permission to be absent from such meetings shall be determined by the immediate supervisor. Teachers will not be required to attend IEPC meetings unless notified at the time parents are sent notification.
- E. Persons excused from regular assignments to attend meetings are expected to remain in reasonable attendance at that meeting until its conclusion. This implies that times of the meeting should be determined previous to the meeting or conference.

If the Administration requires the Career Technical Center Staff to attend Open House and Advisory Committee meetings during the evening hours the following will apply:

The said staff member will be able to leave 10 minutes after the last student dismissal on the last instructional day before holidays. The holidays are: Thanksgiving, Christmas, Memorial Day, Labor Day and Spring Break.

- F. Provisions in the State Aid Act now require that membership programs hold sessions for a given number of days regardless of snow and other "Act of God" days allowed in the past. Scheduled days of student instruction which are not held due to "Acts of God" may be rescheduled at the discretion of the Board of Education. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
- G. The Administration has considerable confidence in its staff members and Article III is written primarily to protect against the exceptions. All staff members are invited to discuss their individual schedules with their supervisors.
- H. All "School Calendars" subsequent to the 1980-81 school year shall be set by the representatives of the WMISD certified instructional staff members and the WMISD Board. Any deviation from the approved calendar must be jointly agreed upon by the WMISD Board, the Superintendent, and the representatives of the staff.

Article IV EMPLOYMENT CONDITIONS

- A. Staff members at the Wexford-Missaukee Career Technical Center hired prior to the 1976-77 school year with a Journeyman's Card or its equivalent will be paid at the M.A. level on the salary schedule.
- B. Staff members completing requirements making them eligible for advancement on the salary schedule shall have their pay adjusted to that scale the semester subsequent to the awarding of that degree. The employee shall accept the responsibility of notifying the administration of such change in educational status and shall accept the responsibility of providing any documentation or record necessary to assure such change of educational status.

- C. Each teacher shall elect to be paid in twenty-six (26) or twenty-one (21) equal installments. Failure to notify the bookkeeper, in writing, by August 15 before each school year shall result in the individual being paid in twenty-six (26) equal installments.
- D. On or before the first day of each school year, each employee will receive a written statement indicating his or her salary step, seniority level, and number of accumulated sick days as of the end of the previous year.

Article V
SUMMER AND ADULT EDUCATION COMPENSATION

- A. Wexford-Missaukee ISD staff members who are required to continue their job description during the summer or who are contracted to teach adult education classes, shall be paid at the hourly rate according to the following formula:

B.A. scale step 10 divided by 7.5 hours divided by the number of days in the contract (including student contact days, in-service days and orientation days) as described in Article III.

This plan would apply to those staff members whose pay rate is higher than the applied step in this plan, otherwise, their present pay scale would apply.

Staff contracted to teach classes of any kind that are outside of the regular school day offerings will administer and correct tests, assign and correct homework, compute and record grades, take and record attendance, and complete other duties assigned by the administration that are consistent with duties assigned to instructors during the regular school day. No additional compensation will be made for the completion of these duties.

Instructors contracted to teach outside of the regular school day shall receive compensation for developing curriculum, materials, and schedules for a class that is being offered for the first time, in accordance with a formula developed by the administration and instructor. Instructors will not receive compensation for prep time during the duration of the class.

- B. Intracurricular Activities

Staff members who sponsor intracurricular organizations related to their program will be compensated if approval is given in advance by the Director and Superintendent. Such organizations are interwoven into the course curriculum and result in direct student supervision and additional responsibilities beyond the normal school day/year.

Active advisors of official Career Technical student organizations will receive up to a 5% stipend based on the B.A. Base for 100 + hours of documented student contact hours beyond the school day or up to a 2% stipend for 50-99 hours of documented student contact hours if the hours are deemed satisfactory by the administration.

Article VI
TECHNICAL AND GENERAL MAINTENANCE

Wexford-Missaukee ISD staff members who are requested by the administration to do technical or general maintenance will be paid at the rate of nine dollars (\$9.00) per hour.

Article VII
EXTENDED SERVICES COMPENSATION

Wexford-Missaukee ISD staff members will be dealt with individually for extended services during the regular school year. These services shall be defined as a part-time service and not a regularly scheduled duty on the part of the employee.

Article VIII
MILEAGE AND MEAL REIMBURSEMENT

- A. Mileage Reimbursement: Those Wexford-Missaukee staff members whose approved duties require the use of their personal automobile will be reimbursed at the standard Internal Revenue Service mileage rate. It shall remain the prerogative of the Board to either pay mileage or otherwise furnish transportation to those staff members whose approved duties require the need of transportation.
- B. Meal Reimbursement: The Board will reimburse staff members for meal expense upon receiving receipts for such expenses up to an average of \$20.00 per day.

Article IX
FRINGE BENEFITS

- A. 1. Upon submission of a written application the Board agrees to provide each employee electing health insurance through the WMISD MEBS Three Star health insurance plan or its equivalent up to the following formula:

January COLA report for the previous calendar year + 5% increase in the premiums it paid in health insurance the previous year. This is based upon the January CPI-W index.

If the premiums exceed COLA + 5%, the employee will pay the difference through payroll deduction. It is understood that full-time employees who work the full school calendar year or more will receive 12 months of insurance commencing September 1 and ending August 31 according to his/her family status.

2. Employees not electing health insurance coverage through the WMISD may select from among the following alternatives:

Plan A: Employees may apply up to the amount paid for the MEBS Three Star single subscriber rate in 1995-96 plus January COLA report for the previous calendar year + 5% toward the MEBS Fixed Option program as determined by the individual employee. Any remaining dollars may be applied on an individual basis to purchase any of the MEBS Variable Options. Any unused amounts of the Board subsidy shall remain with the Board. For the years 1997-98, 1998-99 and 1999-2000 a COLA will be made on the previous years board subsidy based upon the January CPI-W index + 5%.

Plan B: Employees may elect a tax-sheltered annuity of \$150 per month.

If a husband and a wife are both WMISD staff members, no more than one shall elect health insurance coverage.

If an employee quits or is terminated during the school year, insurance premiums shall cease at the end of the month of the resignation or termination.

3. It shall be the responsibility of the eligible employees to properly enroll in insurance programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.
- B. The Board shall provide without cost to the employee a 60/60/60, (\$1,000 year max.), \$1,000 ortho (lifetime max.) (3 type service) dental program for all staff and their dependents.
 - C. The Board shall provide without cost to the employee Long Term Disability Insurance, for each employee. The benefits provided by this policy shall begin upon termination of 90 calendar days or the expiration of the

employee's sick leave whichever is greater and continued at 60% of salary and shall be guaranteed to the end of the school year in which the employee attains age 65 if continuously disabled.

- D. The Board shall provide without cost to the employee term life insurance protection in the amount of \$5000 which is in addition to the \$5000 provided under MEBS Three Star Program.
- E. The Board shall provide without cost to the employee, VSP Vision Care, Intermediate Vision Plan, or its equivalent including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by VSP.
- F. A committee formed of two administrators and two WMPA staff members will meet once each year if a change of insurance carrier/provider is deemed necessary by the Administration. The committee will explore insurance options with the administration having tie-breaking authority.
- G. Additional protection offered through MEBS may be purchased by staff members at their expense. Such additional premiums can be included in payroll deductions.
- H. Employees contracted for less than full time shall have insurance benefits pro-rated.
- I. Upon the death of an employee, the spouse or designated beneficiary shall receive the employee's current daily rate of pay for all unused sick days up to \$10,000.
- J. Upon retirement from WMISD after twelve (12) years of continuous service, a staff member shall be reimbursed for all accumulated sick days up to one hundred twenty (120) at the rate of:

\$25.00 per day during 1996-97
\$30.00 per day during 1997-98
\$35.00 per day during 1998-2000

Article X
LEAVES OF ABSENCE

- A. Paid sick leave will be awarded to each staff member at the rate of ten days per year, beginning with his or her first day of employment and unused portions of these sick days will accumulate to 120 days for use in subsequent years.

1. Employees contracted for less than full-time shall have sick leave pro-rated.
 2. To qualify for sick leave a person may be required to present a doctor's statement or a signed self-statement.
 3. Illness in the immediate family (spouse, siblings, siblings-in-law, children, grandparents, grandchildren, parents-in-law, parents, and household dependents) can be reason given for use of accumulated sick leave days up to a maximum of ten (10) days per year.
 4. Staff members returning from extended paid leave or unpaid sick or maternity leave shall furnish upon request medical evidence of their ability to perform their normal work assignments.
 5. All staff persons working in state mandated 230 day programs shall receive two additional sick days per year.
- B. Each employee shall be entitled up to two (2) personal business days. It is expressly understood that personal business days are to be used only for business that cannot be arranged outside of the work day. They may not be used for hunting and fishing, family vacations, shopping trips or other recreational purposes. Employees contracted for less than full time shall have business leave pro-rated.
1. Written application will be made by the employee not less than 24 hours in advance and be approved by the appropriate Director and Superintendent.
 2. If the urgency of the requested absence does not allow 24 hours advance time or presentation of a written request, verbal approval of the appropriate Director may be given and the written request may be filled out immediately upon return.
 3. Personal business days are not cumulative. Unused days shall be reimbursed at the end of the school year at the rate of \$25.00 per day.
 4. Jury duty shall not be counted against any other leaves providing the staff member serving jury duty relinquishes their per diem pay, not including mileage, to the Intermediate School District. Upon receipt of jury stipend, the staff

member is entitled to draw his or her regular pay.

- C. If an employee terminates employment, takes an unpaid leave or does not work the entire year for some other reason, sick days and personal business days will be pro-rated.
- D.
 - 1. A leave of absence of up to one year may be granted to staff members for the purpose of engaging in full-time professional study to earn college credit or for work experience in a related career area outside of teaching. A staff member desiring to participate in a developmental leave program shall submit an application to the Board through his or her immediate supervisor and the Superintendent on or before April 1 for a leave to begin the following school year. Leaves for the following school year shall be approved or rejected no later than May 15. Before beginning the developmental leave, the staff member shall enter into a contract to return to active service in the WMISD for a period of at least one year after the expiration of such a leave. A staff member upon return shall be restored to his or her former position or to a position of like nature and status and shall be placed at a position on the salary schedule one step above the previous level at which he or she was paid.
 - 2. A leave of absence for less than one year may be granted to staff members for the purpose stated above upon Board approval.
 - 3. All courses/workshops for credit toward a degree shall be at employee's expense.
- E. The Board, being interested in the health of its staff members, shall receive through the Superintendent upon confirmation of pregnancy a statement of pregnancy from the staff member's doctor which shall include projected dates of pregnancy and a statement or statements of how long the staff member will be able to continue her specific employment activities. It is understood the foregoing shall be required whether the teacher opts for sick leave benefits or maternity leave without pay as hereinafter specified. A maternity leave shall be available to female staff members who are pregnant upon the following conditions.
 - 1. At least thirty (30) days prior to the beginning of the leave a staff member may apply to the Board.

2. The application shall be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the staff member may be a factor in final determination of the beginning and/or ending date of the leave.
 3. The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester, or marking period except the same shall not be in conflict with the doctor's statement of health.
 4. The Board may grant up to one school year of maternity leave renewable at the discretion of the Board.
 5. Any maternity leave granted will be without pay, however, the staff member, upon return from the leave, shall have all previous benefits of this contract restored to her, but shall not accumulate any benefits while on such a leave.
 6. The provisions of a maternity leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract except the Board shall not be required to give notice of layoff for the duration of the maternity leave.
 7. If a staff member does not return upon the expiration of the leave, she shall conclusively be deemed to have resigned.
 8. Staff members may make written application for extension of the maternity leave subject to the provisions of the initial request.
 9. The Board reserves the right to approve accelerated termination of maternity leave on the basis of each individual case.
- F. Adoptive leave may be granted to any staff member using the same general provisions, except the medical factors, as outlined in the above Maternity Leave section.
- G. Funeral leave up to three (3) days will not be charged against sick leave time if used for immediate family. Other funeral leave will be charged against sick leave or personal business days.

- H. Leaves, not addressed by preceding sections, may be granted at the discretion of the Board.

Article XI
EMPLOYMENT POSTINGS

Any available full or part-time position with the ISD will be posted for all employees 14 calendar days before the position is permanently filled. The location of job postings will be near the staff mailboxes in the ISD and Career Technical buildings. Postings will be mailed to all staff members if positions become available during summer vacation periods.

Article XII
GRIEVANCE PROCEDURE

- A. A grievance is a claim by a staff member that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- B. In the event that a staff member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor. In all contacts the aggrieved member at his/her discretion, may be accompanied by another staff member.
- C. If, after the informal discussion with his/her immediate supervisor, a staff member believes a grievance still exists, the staff member must meet with building representative or designee and the WMPA Grievance Committee to determine if a valid grievance exists. If grievance is found to be valid, the committee places the complaint in writing.
- D. The written grievance shall state: (1) a synopsis of the facts; (2) the date of the alleged violation; (3) the sections of the Agreement allegedly violated; and (4) the relief requested. The grievance must be signed by the staff member, and simultaneously submitted to his/her immediate supervisor, chair of grievance committee, program director, and supervisor. This written complaint must be filed within ten (10) days of occurrence, or discovery thereof, or within ten (10) days of Step B.

- E. Program director has five (5) work days to meet with staff member and attempt to resolve alleged grievance. If staff member is still not satisfied, he/she must state dissatisfaction at the conclusion of the meeting in writing and the program director transmits grievance to Superintendent.
- F. Within five (5) work days of notification by program director, the Superintendent shall meet with staff member in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the staff member.
- G. If the staff member 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) work days of such meeting, the grievance shall be transmitted to the Board. The staff member has ten (10) work days to file a written copy of the disposition with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within twenty-five (25) work days, whichever shall be later, shall meet with the staff member on the grievance. Disposition of the grievance in writing by the Board shall be no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to the staff member.
- H. If the staff member is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the staff member has five (5) work days to request internal arbitration. An arbitration group shall consist of: One (1) Special Services staff representative, one (1) Career Technical Center staff representative, and two Board members (any of which could have a designated substitute). The arbitration group has five (5) work days from the request of arbitration to render a written decision. The arbitration group shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitration group.
- I. An arbitrated grievance not settled in Step H of the grievance procedure may be subject to independent arbitration. Notice of intent to pursue independent arbitration shall be given by the President of the Association to the President of the Board in writing within ten (10) work days of Step H.
- J. Within ten (10) work days after written notice to seek independent arbitration is given, a meeting shall be held between the President of the Association and the President of the Board to select an independent arbitrator. If the parties cannot agree upon an arbitrator at this meeting, a joint request for a panel of arbitrators shall be made to the American

Arbitration Association in accordance with their rules. 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. The loser shall pay for arbitration expenses.

- 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 15th of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
- L. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Article XIII
SENIORITY AND REDUCTION OF PERSONNEL

- A. SENIORITY: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term "seniority" as hereinafter used shall be length of continuous service with the Wexford-Missaukee Intermediate School Board of Education as a staff member or administrator.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Any staff member who is granted Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority. Staff members not covered by the Tenure Act shall have seniority from the last date of hire.
- D. The Board of Education shall prepare a seniority list by classification based on continuous service in the Intermediate School District and transmit a copy of the same to the last negotiating team on or before the first day of October of each year of the contract.
- E. NECESSARY REDUCTION OF PERSONNEL-LAYOFF: In the event of layoff due to insufficient student enrollment, shortages of revenue, program

changes, or other lawful purposes, and after the Board has determined the programs to be retained, the following procedures will be used to promote an orderly reduction in personnel:

1. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified or state approved and qualified to perform the services of the probationary teacher.
 2. In the event seniority staff must be laid off, layoff will be on the basis of seniority. In the case of equal seniority layoff will be determined on the basis of knowledge, skills, and efficiency of the job as determined by the supervisor's recommendation. Should a layoff occur, rationale for the reduction and notification shall be provided to the staff and affected individual(s) by the Wexford-Missaukee ISD administration. In the event of a dispute concerning a layoff, it is recognized that an individual staff member has the right to due process.
 3. The process of reduction shall not be contrary to the Tenure Act.
 4. The Board shall be under no obligation to create part-time assignments.
- F. **RECALL:** Seniority staff members shall be recalled in reverse order of layoff for full-time positions opening for which they are certified or state approved and qualified. This does not prevent an individual from voluntarily accepting a position less than full time.
- G. The recall list shall be maintained by the Board for a period not to exceed three years. Thereafter, a teacher shall lose his right to recall. Employees recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of the layoff.

Article XIV
A. SALARY SCHEDULES

SALARY SCHEDULE: 1996-97

STEP	BA DEGREE	BA+30/MA	BA+60/MA+30
0	30,218	32,263	33,550
1	31,883	34,084	35,468
2	33,546	35,912	37,381
3	35,215	37,742	39,288
4	36,882	39,566	41,203
5	38,543	41,391	43,115
6	40,206	43,220	45,026
7	41,869	45,043	46,936
8	43,539	46,870	48,849
9	45,200	48,698	50,761
10	46,867	50,524	52,674

SALARY SCHEDULE: 1997-1998

STEP	BA DEGREE	BA+30/MA	BA+60/MA+30
0	31,276	33,392	34,724
1	32,999	35,277	36,709
2	34,720	37,169	38,689
3	36,448	39,063	40,663
4	38,173	40,951	42,645
5	39,892	42,840	44,624
6	41,613	44,733	46,602
7	43,334	46,620	48,579
8	45,063	48,510	50,559
9	46,782	50,402	52,538
10	48,507	52,292	54,518

SALARY SCHEDULE: 1998-1999

STEP	BA DEGREE	BA+30/MA	BA+60/MA+30
0	32,371	34,561	35,939
1	34,154	36,512	37,994
2	35,935	38,470	40,043
3	37,724	40,430	42,086
4	39,509	42,384	44,138
5	41,288	44,339	46,186
6	43,069	46,299	48,233
7	44,851	48,252	50,279
8	46,640	50,208	52,329
9	48,419	52,166	54,377
10	50,205	54,122	56,426

SALARY SCHEDULE: 1999-2000

STEP	BA DEGREE	BA+30/MA	BA+60/MA+30
0	33,342	35,598	37,017
1	35,179	37,607	39,134
2	37,013	39,624	41,244
3	38,856	41,643	43,349
4	40,694	43,656	45,462
5	42,527	45,669	47,572
6	44,361	47,688	49,680
7	46,197	49,700	51,787
8	48,039	51,714	53,899
9	49,872	53,731	56,008
10	51,711	55,746	58,119

- B. College hours credited for increased salary benefits at the BA+30 and MA+30 levels shall only be those graduate semester hours (or the equivalent in term hours) approved by a college or university either as part of a planned course of study toward an advanced degree or to improve skills in the field in which the staff member is employed.
- C. In addition to the above salary schedule for the 1996-2000 school years, the Board agrees to pay a cost of living allowance if the increase in the CPI is greater than the prior year increase in the CPI plus 5%. The cost of living allowance is not to exceed 1%. The COLA percentage shall be applied to the staff member's salary. It shall be paid to only those staff members who are continuing employment in the following school year and it shall be paid on or before October 21 of each calendar year.
- D. In addition to above salary schedule, longevity pay will be granted commencing the year following the employee's eleventh year of service to the WMISD. The annual rate of longevity shall be paid according to the following years of service:

12 years through 15 years	2%
16 years through 20 years	2.5%
21 years through 25 years	3%
26 plus years	3.5%

The annual rate of longevity shall be based on the employee's current annual salary. Longevity shall be paid over the number of pay periods elected by the employee for the regular salary payments or in a lump sum the first pay in June. If the payment is to be spread, the employee must notify the business office in writing by August 15.

Article XV
PROFESSIONAL STAFF EVALUATION

PHILOSOPHY

THE PHILOSOPHY OF PROFESSIONAL DEVELOPMENT AND EVALUATION IS TO PROVIDE AN ENVIRONMENT THAT ENCOURAGES CONSTRUCTIVE COMMUNICATION AND PROMOTE AN ON-GOING PROCESS OF ENHANCING PROFESSIONAL EFFECTIVENESS WHILE STRIVING FOR EXCELLENCE.

PROFESSIONAL DEVELOPMENT AND EVALUATION PROCESS

The professional development and evaluation process is designed to provide an environment to encourage on-going professional effectiveness while striving for excellence. This process will be carried out consistent with Michigan Tenure Law for both probationary and non-probationary and tenure staff.

The following professional development and evaluation system begins with a definition of effective performance behaviors. These behaviors will be provided to all professional staff in the fall of each school year. They are included to provide a common vocabulary from which to begin to discuss improvement of professional performance and evaluation. It is not expected that individual staff members shall necessarily exhibit all of these behaviors at any given point in time. The list is one tool to use in our goal to strive for excellence.

The professional development and evaluation system consists of the following two components:

A. FORMATIVE COMPONENT

This component emphasizes each individual's striving for excellence. It is an annual on-going, descriptive, developmental, non-threatening process and will not be utilized as any part of his/her permanent record. It is a collaborative approach with each individual sharing responsibility for improvement.

The following steps define the formative procedures within this component.

1. Self-evaluation:
A process to be completed by the professional staff member prior to the planning conference indicating areas in which he/she wishes to improve.

2. Planning and goal setting conference:
 - a. Review professional development and evaluation process.
 - b. Review self-evaluation with direct supervisor. Professional staff member and direct supervisor establish or review the professional growth plan. The growth plan consists of the following:
 1. Goal
 2. Expected outcomes
 3. Plan of action and timeline
 4. Progress checks may include:
 - a. log/tracking sheets
 - b. video taping
 - c. student feedback
 - d. student progress
 - e. mentor feedback
 - f. drop-in visitations
 - g. pre-arranged observations:
 1. pre-conference
 2. time, date, and length of observation
 3. what is to be observed
 4. observation techniques
 5. post-observation conference
 5. Appraisal method for final accomplishment.
3. Annual conference:

For the purpose of evaluating the plan agreed to in step 2. At any time during the formative process either the professional staff or the administrator may exercise the right to move the process from the formative to the summative component as described on the following pages. This notification must be in writing to the other party.

B. SUMMATIVE COMPONENT

This component is to evaluate the individual's achievement toward excellence. It is comparative and judgmental. The purpose is to evaluate the products of job performance as well as the process and the individual. The written documentation of this component will be a part of the individual's permanent record. This evaluation will take place a minimum of once every five years. The following steps define the summative procedures within this component.

1. A district administrator will conduct a pre-conference which will review the evaluation process. This will usually occur during the growth plan conference where a written notice of summative evaluation is to be provided. Effective behaviors relative to an evaluation plan should be discussed. An evaluation plan should reflect such items as: any specific effective behaviors either party may want to have monitored, data collection, scheduling, and timelines, including length of observations.
2. The performance evaluation shall be based upon, but not limited to, at least two formal observations (pre-planned) conducted during the period covered by the evaluation of job performance. No observation shall unduly interfere with the normal process. All formal observations of performance of a professional staff member, for evaluative purpose, shall be conducted openly and with the full knowledge of the professional staff.
3. Within five (5) school days of a formal observation, the professional staff member will have a post-observation conference with the evaluator to discuss the observation.

If an administrator believes a professional staff member is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the professional staff member's performance. If an administrator believes a professional staff member is doing unsatisfactory work, the reasons and specific ways in which the professional staff member is to improve and the assistance to be given by the administrator will be discussed with the professional staff member.

Within seven (7) school days of the post observation conference, a written copy of the observation will be given to the professional staff member. At the professional staff member's request a final personal conference may be held within five (5) school days of receipt of the written observation.

4. After completion of the formal observations and the collection of other data, a performance evaluation shall be written and presented to the staff member in a conference. This shall occur prior to the end of the school year.

- a. Like the formal observation, if an administrator believes a professional staff member is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the professional staff member's performance. This professional will then return to the formative evaluation cycle the following year.
- b. If the administrator believes a professional staff member is doing unsatisfactory work, the reasons and specific ways in which the professional staff member is to improve and the assistance to be given by the administrator will be discussed with the staff member and reflected in a written improvement plan. The professional staff member may submit a response to the plan which shall be attached to the plan. A period of no less than forty-five (45), and not more than sixty-five (65) working days will be granted in order to improve the professional staff member's performance during which time further formal observations and conferences between the administrator and professional staff member will take place.

The professional staff member shall have the right to representation in any conference.

5. Following the period mentioned in 4.B, (no less than 45, but no more than 65 working days), if a professional staff member has satisfactory performance he/she will be placed on an annual summative evaluation cycle. Should the professional staff member's performance, following a satisfactory Improvement Plan program, digress, within one year, to the unsatisfactory level in the same area as identified earlier, he/she shall immediately be placed on an Improvement Plan for not less than forty-five (45), but not more than sixty-five (65) teaching days. The professional staff member shall be apprised of this placement, in writing, with specific documentation explaining the reason for the reassignment to an Improvement Plan. If a professional staff member digresses again in the same areas as identified earlier, he/she shall immediately be placed on an Intensive Assistance Program. The professional staff member shall be

apprised of this placement, in writing, with specific documentation explaining the reasons.

6. Following the expiration of the above mentioned period, (4.B) another written evaluation will be provided to the professional staff member. This evaluation will address progress on the Improvement Plan and will diagnose any deficiencies. If the staff member has not improved, a copy of the Improvement Plan will be placed in the personnel file along with the written performance evaluations and an Intensive Assistance Program prescribing further requirements shall be instituted.
7. The Intensive Assistance Program will include:
 - a. The formation of an assistance team.
 1. Members may include:
 - a. professional staff member
 - b. immediate supervisor
 - c. another administrator
 - d. professional staff representative
 - e. another professional staff member i.e. peer coach/mentor
 - f. or others deemed appropriate by administration
 - b. Specific areas of deficiencies.
 - c. Detailed plan for improvement.
 - d. A set time limit of no less than one hundred thirty-five (135) working days to correct the deficiencies.
 - e. Precise consequences should the professional staff member fail to attain the level of improvement prescribed by the administration.

This section does not apply to a probationary professional staff member who has been through the forty-five (45) day Improvement Plan when a decision has been made for no-renewal.

8. Following expiration of the timeline in 7.,(no less than 135 working days), observation and conferences, if a professional staff member has achieved a satisfactory evaluation then he/she will be provided a written evaluation and placed on an annual summative evaluation cycle.

9. Following expiration of the timeline in 7, observation and conferences, if a professional staff member has received an unsatisfactory evaluation he/she is subject to the consequences outlined in the Intensive Assistance Program.
10. Administrator may make unannounced observations. If a professional staff member is on an Improvement Plan or Intensive Assistance Program, then the observation shall be followed up with a written communication with five (5) school days. However, if a professional staff member is not under an Improvement or Assistance Plan, then the administrator shall give verbal or written feedback regarding the observation with five (5) school days.
11. All administrators involved in observations/evaluations shall be trained in the techniques and criteria to be used in the evaluation process. During the Improvement Plan and Intensive Assistance Program, administrative observations shall be spread out over the period of time. This component emphasizes each individual's striving for excellence. It is an annual on-going, descriptive, developmental, non-threatening process and will not be utilized as any part of their permanent record. It is a collaborative approach with each individual sharing responsibility for improvement.

C. EVALUATION ASSURANCES

1. A professional staff member shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the professional staff member shall sign the evaluation indicating that it has been read and a copy received. If a professional staff member disagrees with the evaluation, he/she shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation.

Letters of dissent shall be submitted to the evaluator within fifteen (15) work days of the signing of the evaluation. Any written statement shall, at the professional staff member's option, be reviewed by the Superintendent or his designate and an Association member with the professional staff member present. If the professional staff member is not satisfied with the findings of the Superintendent or his designate, the Board's Personnel Committee and the

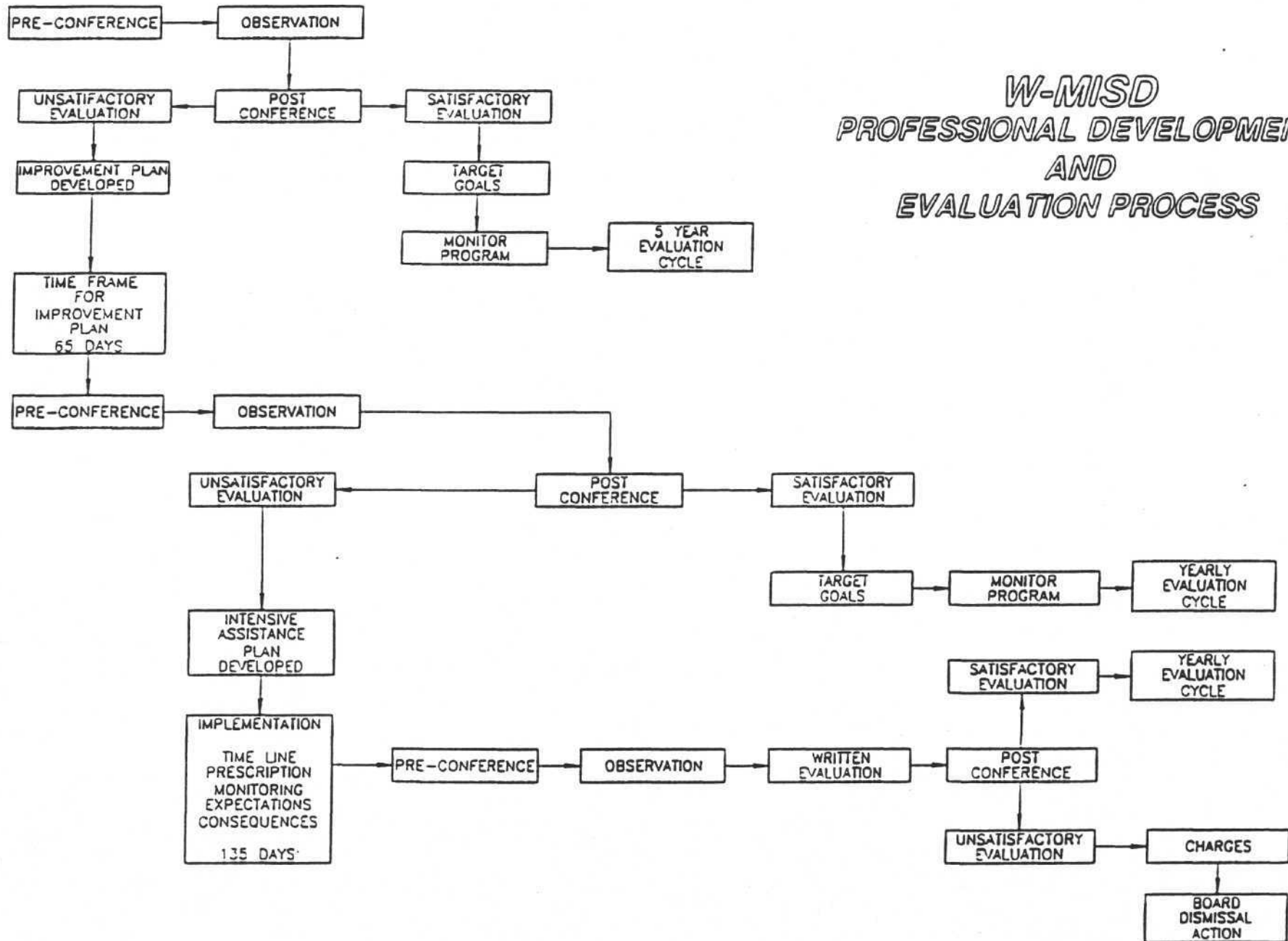
Superintendent or his designate will meet with the professional staff member. In each instance, the professional staff member may, if he/she so desires, have an Association Representative or counsel present.

2. A "mentor" shall be assigned to every probationary professional staff member upon entrance into the system. The "mentor" insofar as possible, shall be tenure or experienced professional staff member and shall be engaged in teaching within the same grade, building, or discipline as the probationary professional staff member. It shall be the duty of the teaching mentor to assist, counsel, and advise the probationary professional staff member in acclimating to the professional assignment and the school system.
3. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand; however, the process outlined in Section B herein shall not be interpreted as punishment, discipline or reprimand. It is understood and agreed by the parties that the evaluation procedure is subject to the grievance procedure. It is expressly understood that the evaluation of the professional staff, and the criteria used to evaluate the professional staff member, are not subject to the grievance and arbitration procedure.
4. Each professional staff member shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness. No evaluation material submitted by the school's administration may be placed therein without allowing the professional staff member an opportunity to file a response thereto within fifteen (15) calendar days. If the tenure professional staff member believes that material being placed in their file is not accurate or in error, the professional staff may seek, through the procedure described in the Wexford-Missaukee ISD Policy Manual, section 8320, to have the material corrected or expunged from the file. If the professional staff member is asked to sign material to be placed in their file, such signature shall be understood to indicate that professional staff member's awareness of the material, but no instance shall said signature be interpreted to mean agreement with content of the material.
5. Offenses requiring disciplinary action are not subject to this

process. Recommendations as to demotion, retention, dismissal, or change of professional status shall be an administrative function.

6. In the absence of specific performance criteria, the same formative/summative evaluation process will be followed for all other professional staff for the duration of this contract. During the period of this contract, administrative/professional staff committees will be established to develop satisfactory performance criteria for each specific staff discipline.

W-MISD PROFESSIONAL DEVELOPMENT AND EVALUATION PROCESS



PROJECT: PRO. DEV. & EVAL. PRO. A: W-MISD DWG: ICS REVISED: PLOT DATE: 9-26-95

Article XVI
ELECTRONIC MEDIA

In the event that Electronic Media* becomes a part of our educational process, the following will apply:

1. It is agreed that interactive Television (ITV) can be used as part of the educational process. The purpose of ITV is to provide quality, cooperative academic programming in order to enrich educational opportunities for students.
2. Teachers utilizing the ITV system will be provided initial and on-going training. This training will be at no cost to the teacher.
3. Teachers shall not be responsible for the behavior of students at the remote sites.
4. Teacher lectures or demonstrations prepared for ITV shall not be copied or reproduced in any manner that will cause any teacher to be replaced.
5. The evaluation of a teacher of an ITV class shall be subject to the evaluation process contained in this bargaining agreement. Written and/or formal observations shall require the physical presence of the evaluator. No observation for purposes of evaluation may be done or conducted by electronic means.

*Electronic Media means but is not limited to the following:

cable, satellite, or video cassette instructional programming, "two-way" interactive television and "tie-in" television.

Article XVII
MISCELLANEOUS

- A. Copies of this Agreement will be presented to all current employees entering the employment of the Employer. The cost of printing this Agreement shall be shared equally by both parties.
- B. This Agreement supersedes and cancels all previous agreements, verbal

or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- C. The Association agrees that during the life of the Agreement, neither the Association, its agents nor its members will authorize, instigate, condone or engage in any strike, work stoppage or refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of the Agreement they will not lock out the employees except for the violation of provisions of this section.
- D. The parties acknowledge during the negotiation which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the ares of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or though the subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed the Agreement.

TEACHER REPRESENTATIVES

David A. Langdon
Chief Negotiator

Paul W. West
Association President

Jess E. Harris

Sandra L. Rundhouse

Date 5-21-96

BOARD OF EDUCATION REPRESENTATIVES

William J. Perry
Superintendent

Alison A. Seltman
Board of Education President

Jenna P. Jones

Nancy Bourman

Date 5/20/96

**WEXFORD-MISSAUKEE ISD
1996-97**

AUGUST						
	12	13	14	15	16	
	19	(20	21)	[22	23	
	26	27	28	29	*30	

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SEPTEMBER						
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NOVEMBER						
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APRIL						
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JUNE						
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(5)

- 182 - STUDENT DAYS
- 2 - IN-SERVICE DAYS
- 2 - TEACHER ORIENTATION DAYS
- // - SNOW DAY / MAKE UP DAYS
- [- BEGINNING OF BREAKS/SCHOOL YEAR
-] - ENDING OF BREAKS/SCHOOL
- * - SCHEDULED DAYS OFF
- () - TEACHER ORIENTATION DAY(S)
- @ - IN SERVICE DAY
- # - LAST DAY OF SEMESTER(S)

**WEXFORD-MISSAUKEE ISD
1997-98**

AUGUST					
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SEPTEMBER					
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NOVEMBER					
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183 - STUDENT DAYS
2 - IN-SERVICE DAYS
2 - TEACHER ORIENTATION DAYS

// - SNOW DAY / MAKE UP DAYS

[- BEGINNING OF BREAKS/SCHOOL YEAR

] - ENDING OF BREAKS/SCHOOL

* - SCHEDULED DAYS OFF

() - TEACHER ORIENTATION DAY(S)

@ - IN SERVICE DAY

- LAST DAY OF SEMESTER(S)

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MARCH					
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**WEXFORD-MISSAUKEE ISD
1998-99**

AUGUST						
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	31					

(6)

SEPTEMBER						
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JANUARY						
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FEBRUARY						
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MARCH						
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JUNE						
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- 184 - STUDENT DAYS
- 2 - IN-SERVICE DAYS
- 2 - TEACHER ORIENTATION DAYS

// - SNOW DAY / MAKE UP DAYS

[- BEGINNING OF BREAKS/SCHOOL YEAR

] - ENDING OF BREAKS/SCHOOL

* - SCHEDULED DAYS OFF

() - TEACHER ORIENTATION DAY(S)

@ - IN SERVICE DAY

- LAST DAY OF SEMESTER(S)

**WEXFORD-MISSAUKEE ISD
1999-2000**

AUGUST					
	16	17	18	19	20
	(23	24)	(25	26	27
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(5)

SEPTEMBER					
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OCTOBER					
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NOVEMBER					
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DECEMBER					
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	[20	21	22	23	24
	27	28	29	30	31]

(13)

- 184 - STUDENT DAYS
- 2 - IN-SERVICE DAYS
- 2 - TEACHER ORIENTATION DAYS

// - SNOW DAY / MAKE UP DAYS

[- BEGINNING OF BREAKS/SCHOOL YEAR

] - ENDING OF BREAKS/SCHOOL

* - SCHEDULED DAYS OFF

() - TEACHER ORIENTATION DAY(S)

e - IN SERVICE DAY

‡ - LAST DAY OF SEMESTER(S)

JANUARY					
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FEBRUARY					
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MARCH					
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APRIL					
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MAY					
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(22)

JUNE					
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	12/	13/	14/	15/	16/

(5)

**WEXFORD-MISSAUKEE ISD
SMI SUMMER CALENDAR
1996 - 1997**

JUNE						
	<u>9@</u>	<u>10+</u>	11	12	13	
	16	17	18	19	20	
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(16)

JULY						
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(20)

AUGUST						
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	4	5	6	7	8	
	11	12	13	14	<u>15@</u>	
	<u>18o</u>					

(12)

48 DAYS

@ - CLASSES MOVED

*** - SCHEDULED DAYS OFF**

+ - CLASSES IN CAREER TECHNICAL CENTER

o - CLASSES IN REGULAR BUILDING

**WEXFORD-MISSAUKEE ISD
SMI SUMMER CALENDAR
1997 - 1998**

JUNE						
	<u>8@</u>	<u>9+</u>	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

(17)

JULY						
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	<u>*20</u>	<u>*21</u>	<u>*22</u>	<u>*23</u>	<u>*24</u>	
	27	28	29	30	31	

(17)

AUGUST						
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	10	11	12	13	<u>14@</u>	
	<u>17o</u>	18	19			

(13)

47 DAYS

@ - CLASSES MOVED

*** - SCHEDULED DAYS OFF**

+ - CLASSES IN CAREER TECHNICAL CENTER

o - CLASSES IN REGULAR BUILDING

**WEXFORD-MISSAUKEE ISD
SMI SUMMER CALENDAR
1998 - 1999**

JUNE						
			9	10	<u>11@</u>	
	<u>14+</u>	15	16	17	18	
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	28	29	30			

(16)

JULY						
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	12	13	14	15	16	
	<u>*19</u>	<u>*20</u>	<u>*21</u>	<u>*22</u>	<u>*23</u>	
	26	27	28	29	30	

(17)

AUGUST						
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	9	10	11	12	<u>13@</u>	
	<u>16o</u>	17	18			

(13)

46 DAYS

@ - CLASSES MOVED

*** - SCHEDULED DAYS OFF**

+ - CLASSES IN CAREER TECHNICAL CENTER

o - CLASSES IN REGULAR BUILDING

**WEXFORD-MISSAUKEE ISD
SMI SUMMER CALENDAR
1999 - 2000**

JUNE						
				8	<u>9@</u>	
	<u>12+</u>	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

(17)

JULY						
	3	<u>*4</u>	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	<u>*24</u>	<u>*25</u>	<u>*26</u>	<u>*27</u>	<u>*28</u>	

(19)

AUGUST						
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	7	8	9	10	11	
	14	15	16	17	<u>18@</u>	

(15)

50 DAYS POSSIBLE

- @ = CLASSES MOVED**
- * = SCHEDULED DAYS OFF**
- + = CLASSES IN CAREER TECHNICAL CENTER**
- o = CLASSES IN REGULAR BUILDING**

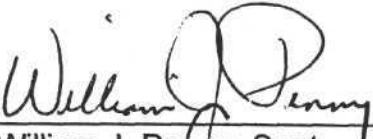
ADDENDUM TO THE COOPERATIVE AGREEMENT BETWEEN THE
WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL BOARD AND THE
WEXFORD MISSAUKEE PROFESSIONAL ASSOCIATION MEMBERS,
YEARS 1997-98, 1998-99 AND 1999-2000.

On February 17, 1997, the Wexford-Missaukee ISD Board of Education and the
Wexford- Missaukee Professional Association approved the following changes to
the Profession Contract:

Change Spring Break to March 30, 1998 - April 3, 1998

Change September 3, 1999, to a day off.

Add June 8, 2000, as the last day of school for 1999-2000.



William J. Penny, Supt.



Ron Moesta, WMPA President

Date: 2-24-97

Date: 2/21/97