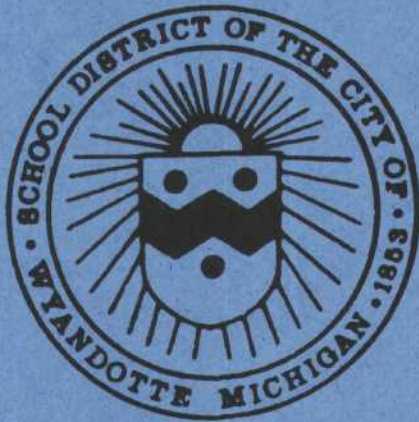


AGREEMENT

between

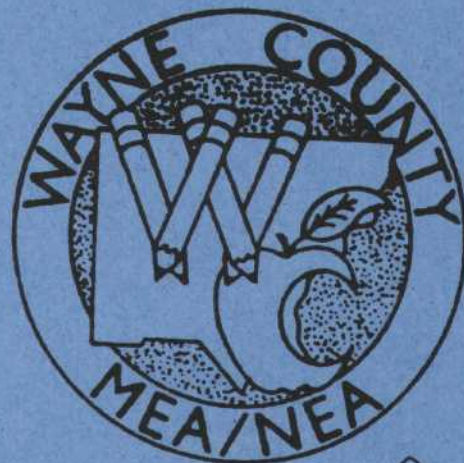


*The Board of
Education
of the School
District
of the City of
Wyandotte*

Wyandotte Public Schools

and

*Wayne County-
MEA/NEA
Wyandotte
Education
Association*



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1988-2000

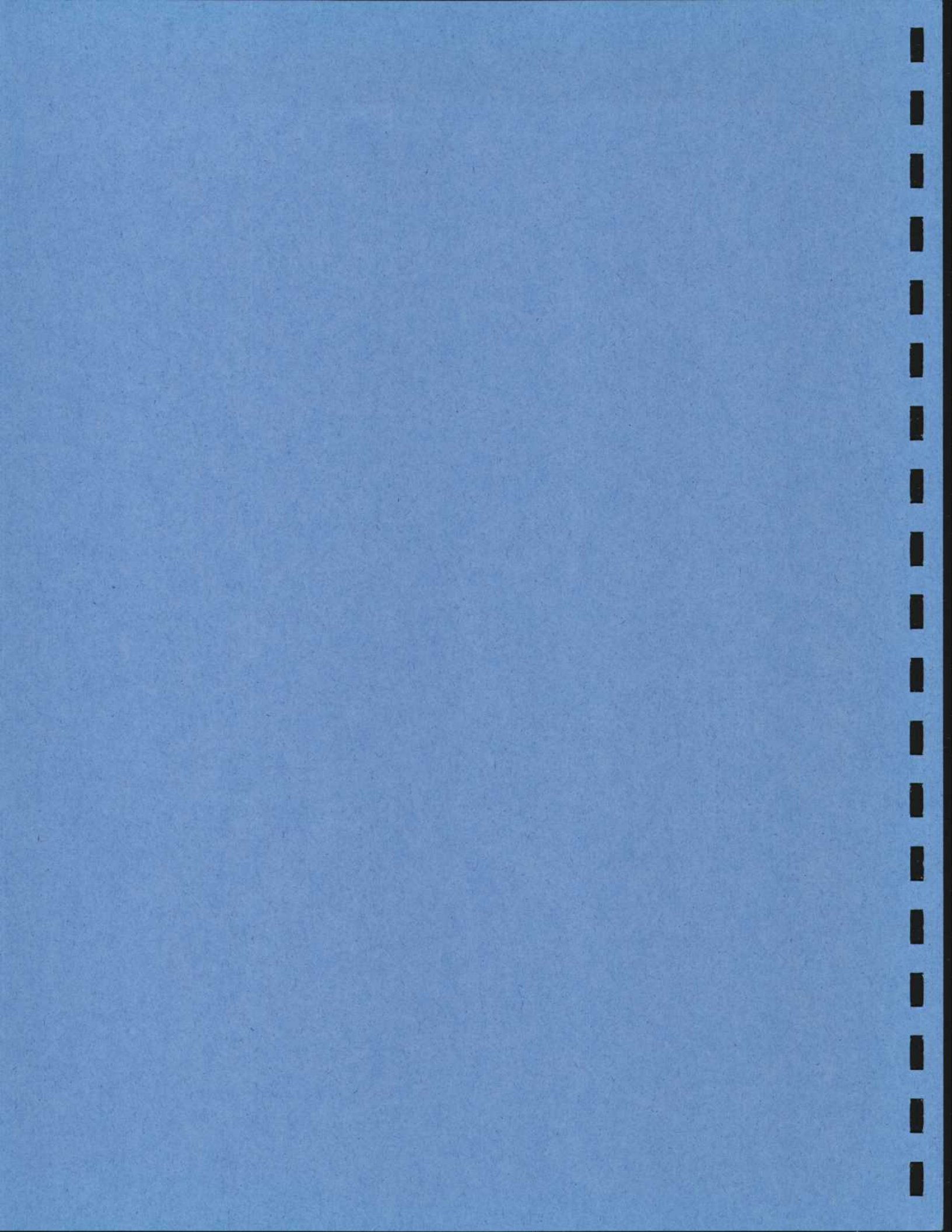


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AGREEMENT

THIS AGREEMENT is made and entered into this eighth day of February, 1993, by and between the Board of Education for the School District of the City of Wyandotte, Michigan (hereinafter called the "Board") and the Wayne County MEA/NEA (hereinafter called the "Union"). This Contract was amended and extended by a ratification vote of the Union on December 7, 1995, and by the Board on December 11, 1995.

PREAMBLE

The Board and the Union hereby affirm their mutual interest in the development of educational programs of the highest quality, consistent with resources of the School District, for the benefit of the students and the community of Wyandotte, and their recognition of teaching as a public trust and a professional calling. This Agreement is entered into in furtherance of the mutual desire of the Union and the Board to develop and maintain an atmosphere of mutual respect and to provide effective channels of communication between the Board and the employees through the Union.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment of all teachers, librarians, nurses, and school social workers, excluding the Superintendent, Assistant Superintendent, Director of Engineering, Principals, Assistant Principals, Directors, Coordinators, Business Manager, Department Chairpersons, all other persons with administrative or supervisory responsibilities, and substitute teachers.

Section 2. During the term of this Agreement the Employer agrees that it will not enter into negotiations with any teachers' organization other than the Union concerning wages, hours of employment and other conditions of employment for those persons covered under this Agreement.

Section 3. The term "Employee" or "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined. The term "Local Association" when used hereinafter, shall refer to the Wyandotte Education Association.

ARTICLE II - EMPLOYEES' RIGHTS

Section 1. Nothing in this contract shall deny or restrict any rights an employee may have under Michigan General School Law.

Section 2. All employees covered under this Agreement shall have the right to join any teacher organization, but membership in the Union or any other teacher organization shall not be required as a condition of employment.

Section 3. The Board and the Union hereby affirm their policy of equal opportunity for all persons employed or seeking employment under the terms of this Agreement without regard to race, color, sex, age, or national origin.

Section 4. Employees shall have the right to be represented on any committee established by the Administration in the areas of curriculum, student discipline, and inservice training. The appointment of employee members to such committees shall be the sole responsibility of the Administration, provided, however, that the Union shall be entitled to select one (1) member on each committee who shall be a regular, active employee of the Board.

All employees shall be notified at least two (2) weeks in advance of the formation of said committees.

A copy of the final report of such committees will be sent to the District Director of the Union not less than forty-eight (48) hours prior to the presentation of the report to the Board of Education.

ARTICLE III - INFORMATION

Section 1. The Board will, upon written request, permit a designated representative of the Union to have access to available public information. It is understood, however, that the Board will not compile information or statistics not already compiled.

Section 2. The Board will furnish the Union with a list of the names and addresses of all members of the bargaining unit within thirty (30) days after the commencement of the school year. Should any change of personnel status occur, the Union shall be notified in writing of such change within ten (10) working days after receipt of the same by the Personnel Office or after Board action, whichever is applicable.

Section 3. The Board will furnish the Union with a list of the members of the bargaining unit and their applicable insurance coverage. The Board shall notify the Union of the applicable insurance coverages of any member of the bargaining unit newly hired during the school year. The Union shall be notified when the insurance coverage of an individual member of the bargaining unit lapses or is reinstated.

ARTICLE IV - Use of School FACILITIES

Section 1. The Superintendent will consider all reasonable requests by the Union for the use of school property for Union meetings. The request shall be submitted in writing to the Superintendent and to the principal of the building involved, stating the purpose of the meeting and the time it is to be held. The Union shall pay any extra costs involved in connection with the use of school property for Union meetings.

Section 2. The Board will make bulletin board space available in each building for use by the Union. Such bulletin board space shall be used for professional and/or business purposes of the Union and its affiliated organizations, such as: the posting of notices of election, business and social meetings, and announcements of services available to members. The bulletin board space shall not be used for the posting of any material which may be derogatory of the Board and/or its administrators or any material which encourages or directs teachers to engage in any individual or concerted action directed against the Board. Neither the Board nor its administrators will post on bulletin boards, material which may be derogatory of the Union.

Section 3. The Union may have access to and the use of interschool mail service, including the staff mailboxes, for the purpose of communication announcements and notices to all persons covered under this Agreement, subject, however, to all of the same conditions pertaining to the use of bulletin boards as set forth immediately above.

Section 4. The Union shall be responsible for all material posted on its bulletin boards or placed in interschool mail facilities by its officers, representatives or members.

Section 5. The Union will send to the Superintendent, Principals and other Administrators any official publications distributed to its members through the use of school facilities, providing, however, that this section does not apply to the distribution of confidential information to Union officers and building representatives. The Board will send a copy of the minutes of its official meetings to each building for posting and to the District Director.

ARTICLE V - NEGOTIATIONS

Section 1. Should either party desire to negotiate a successor agreement, a written request shall be delivered by the party desiring the change to the other party between May 1-30, 2000.

Section 2. Negotiations shall occur partially on time released from school and partially on time after school, in an alternating, matching basis, beginning with negotiations on released time, up to (if needed) an aggregate total of twenty-one (21) half-days of released time.

The Superintendent of Schools will determine whether additional released time will be provided. Grievances shall not be considered "negotiations" and shall not be considered or discussed at any meeting held on "released time."

Section 3. The Employer shall assume the cost of reproducing the contract & shall furnish to the Union without cost a copy for each member in the bargaining unit at the time the distribution is made, plus an additional fifteen percent (15%) as soon as practicable.

ARTICLE VI - GRIEVANCE Procedure

Section 1. For the purpose of this Article, the following definitions shall apply:

(a) A "grievance" shall mean any difference between the Board and any member or group of members of the bargaining unit as to the interpretation, application or meaning of the terms of this Agreement.

(b) A "grievant" shall mean any member or group of members of the bargaining unit filing a grievance under the procedures set forth in this Article.

Section 2. It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

Section 3. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Section 4. All grievances shall be presented and processed in accordance with the following procedure:

Level One. A grievant shall first discuss his/her grievance with his/her immediate supervisor, who shall be defined as being a Building Principal, Director or the Assistant Superintendent, depending upon the individual's assignment. If the grievant so chooses, he/she may have a representative of the Union with him/her at this meeting.

In the event the grievant presents his/her grievance alone and is dissatisfied with its disposition, he/she shall resubmit it at **Level One** with a representative of the Union being present: if this is not done, the grievance shall be waived.

Any grievance must be initiated within ten (10) school days after the date of the event or occurrence upon which the grievance is based: if the grievance is not initiated within this ten (10) school day period, it shall have been waived.

Level Two. In the event the grievant is not satisfied with the disposition of his/her grievance at **Level One**, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievant may file two copies of the grievance in writing, one copy with the Union and the other copy with the Superintendent within fifteen (15) school days after the date of the event or occurrence upon which the grievance is based.

Within ten (10) school days of receipt of the grievance, the Union shall decide whether or not there is a legitimate grievance. If the Union decides that no grievance exists and so notifies the claimant, the grievant may continue to process his/her claim without Union support. If the Union decides there is a legitimate grievance, it shall immediately process in writing the claim with the Superintendent of Schools or his/her designated representative. Within ten (10) school days from receipt of the written grievance by the Superintendent, he/she or his/her designated representative shall meet with aggrieved person in an effort to resolve it.

If a grievant fails to file a grievance in writing with the Union, or if the written grievance is not forwarded to the Superintendent or his/her designated representative within twenty-five (25) school days after the date of the event or occurrence upon which the grievance is based, then the grievance shall have been waived.

Level Three. In the event that the grievant is not satisfied with the disposition of his/her grievance at **Level Two**, or in the event no decision has been rendered within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Union may refer the grievance to the Board. The written grievance shall be submitted to the Board within ten (10) school days after a decision by the Superintendent or his/her designee or within twenty (20) school days after the grievance was submitted to the Superintendent, whichever is sooner.

Within ten (10) school days after receiving the written grievance, the Board shall appoint a committee of the Board to meet with the grievant for the purpose of resolving the grievance.

Level Four. Any grievance remaining unsettled at the conclusion of the grievance procedure provided in this Agreement may be submitted to arbitration under the following terms and conditions:

(a) The matter to be arbitrated must concern the interpretation, application or alleged breach of the terms of this Agreement.

(b) Only the Board or the Union may submit any unsettled grievance to arbitration. The party choosing to submit any unsettled grievance to arbitration must notify the other party in writing within thirty (30) working days from the date the grievance was answered by the Board and delivered to the aggrieved or the Union. Such notification shall identify the grievance and the issue and state what part or parts of this Agreement is involved.

(c) (1) Following such written notice requesting arbitration the Board or its designee and the District Director of the Union or his/her designee shall attempt to select a single arbitrator acceptable to both parties. If agreement on the selection of an arbitrator cannot be reached within seven (7) calendar days, either the Union or the Board may, within ten (10) calendar days from the date of the written notice requesting arbitration, request the American Arbitration Association, in writing, to submit a list of seven (7) qualified arbitrators. Beginning with the party requesting arbitration, each party shall alternately strike one (1) name from the list of seven (7) arbitrators until only one name remains and that individual shall be the arbitrator to hear and determine the matter upon which arbitration was requested.

(c) (2) Following selection of the Arbitrator as herein before provided, the arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association.

(d) The Arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement and specifically shall have no authority to alter or establish the salary schedule, nor shall he/she have any authority to limit or change any policies, practices or rules of the Board not in conflict with the terms of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

(e) At the time of the arbitration hearing either party shall have the right to examine & crossexamine witnesses and a written record of the proceedings shall be made upon request of either or both parties.

(f) No claim for back salary shall exceed the amount of salary the employee would otherwise have earned less any unemployment compensation or other remuneration he/she may have received during his/her period(s) of suspension from employment with the School District.

(g) The expenses of each witness and the compensation for any witness for either party shall be paid by the party producing such witness. The Arbitrator's fees and expenses, and the cost of the Arbitrator's copy of the record, if any, shall be shared equally by the Union and the Board.

(h) The Arbitrator's decision shall be final & binding upon the Board, the Union and the employee or employees involved.

Section 5.

(a) A tenured teacher may file a grievance challenging a discharge, demotion, or other formal disciplinary action meted out to him/her by the Board, provided, however, that should such teacher, at any time such grievance is pending, institute an action under the Michigan Teachers Tenure Act challenging such discharge, demotion, or disciplinary action, such grievance will automatically be dismissed with prejudice, and the matter shall be processed exclusively under the Michigan Teachers Tenure Act.

(b) A probationary teacher may not challenge any discharge, demotion, layoff, suspension, or formal disciplinary action during his/her first calendar year of employment by the Board. Thereafter, a probationary teacher may file a grievance challenging a discharge, demotion, or other formal disciplinary action meted out to him/her by the Board, provided, however, that should such teacher, at any time such grievance is pending, institute any action under the Michigan Teachers Tenure Act challenging such discharge, demotion, or other disciplinary action, such grievance will automatically be dismissed with prejudice, and the matter shall be processed exclusively under the Michigan Teachers Tenure Act.

Section 6. The failure of a teacher or the Union to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step.

Section 7. A grievance may be withdrawn at any level without prejudice or record. Grievances filed as Union grievances may be initiated at the appropriate level.

Section 8. Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from their Building Principal or supervisor. Grievances shall be processed and discussed outside classroom duty hours.

Section 9. Forms for filing grievances shall be prepared by the Board and made available to any member of this bargaining unit.

Section 10. Any grievance that is pending at the time of the expiration of this Agreement may be pro-cessed to arbitration notwithstanding such expiration.

ARTICLE VII - SCHOOL CALENDAR

Section 1. The school calendar shall be determined by the Board. The Board will advise the Union of any proposed changes and discuss these with the Union's representatives in advance of final Board adoption.

Section 2. Staff duty days shall not exceed one hundred eighty-five (185). Student attendance days shall not exceed one hundred eighty (180), and the school year will begin the Tuesday after Labor Day.

Section 3. The Calendar as finally determined by the Board shall be attached to this contract as an Appendix.

Section 4. During the term of this Agreement, as long as any school year starts as scheduled and continues without interruption (excluding interruptions occasioned by Acts of God), the school calendar for that year shall contain the following:

(a) A full two (2)-week recess for the Christmas-New Year Holiday. Such recess shall include three weekends.

(b) A Spring Recess which shall begin at the close of the school day the Thursday prior to Easter Sunday and shall continue through the Sunday following Easter.

(c) In exchange for President's Day, the teachers shall work two (2) evenings of two and one-half (2-1/2) hours duration each for parent-teacher conferences and open houses. Such meetings shall only take place Monday through Thursday evenings and shall be scheduled one (1) each semester.

Section 5. The calendar for the Program of Choice shall continue as presently constituted unless changed by the mutual written agreement of the parties.

Section 6. (NEW) It is understood that any increase in instructional or professional development time or days mandated by statute in order that the school district receives its State Foundation Grant will be the obligation of the members of the bargaining unit.

It is further understood that the Employer will maintain no less than seven (7) elementary special subject teachers. The pupil contact time of said teachers shall be equal to the pupil contact time of the elementary classroom teachers.

It is also understood that if additional instructional or professional development time or days are required, any increase will be implemented so that the contracted school calendar or contracted instructional day is adjusted in a manner which causes the least disruption of the contract. The implementation of the increase shall be negotiated by the parties.

ART. VIII-Teaching Load/Working Hours

Section 1. The parties recognize that there is a relationship between pupil/classroom/teacher ratio and the effectiveness of the educational program.

To the extent feasible, under the circumstances (taking into account the availability of qualified teachers and facilities, the availability of funds and state requirements) an attempt will be made to (1) minimize the number of split sections, (2) limit enrollment in the regular academic classes to a building average of less than 30 pupils, and to a lower aggregate average of 28 pupils in kindergarten, grades one and two within each building. In the event an individual academic class is to have an enrollment in excess of thirty, every reasonable effort will be made to hold the enrollment to 33 or less.

However, the foregoing shall not apply to experimental programs. An experimental program for the purposes of this contract is one for which a written plan has been prepared which will include (1) objectives; (2) length of experiment; (3) method of operation; (4) evaluation.

The aforementioned pupil/classroom/teacher ratios are recognized as desirable goals, but may be departed from whenever the Board, or its authorized designees, deems it necessary in the best interest of the educational program. Provided, however, that such departure from such stated goals shall be only for good and sufficient cause within the limitations hereinabove set forth.

Section 2. It shall be the duty of the principal to assign an equitable amount of class and extra-class work throughout the entire staff of each school. If a teacher works under two or more principals, all principals concerned shall confer about the assignments given that particular teacher.

Section 3. Regular School Day. The regular school day for all teachers covered by this Agreement shall extend from a time not earlier than ten (10) minutes before the start of their assigned daily schedule. All teachers shall remain at their assigned building fifteen (15) minutes after students have been dismissed from school for the day or the completion of their assigned daily schedule, unless excused by the Bldg. Principal.

It is understood that the regular work day shall not exceed seven & one-quarter (7 1/4) hours for any teacher & shall not begin before 7:30 am, nor end later than 4:00 pm.

Should unusual circumstances require an alteration of the regular work day, the Board may implement a modification of the regular work day provided representatives of the Board first meet & discuss the proposed modification with representatives of the Union. At such discussion, the parties shall consider any suggestions the Union might have.

Section 4. A normal work assignment shall be determined in accordance with provisions of this Article with the understanding that each full-time senior high and middle school teacher shall have one (1) preparation period daily and elementary teachers shall be given equivalent preparation time on a weekly basis, except when such time is surrendered under the provisions of Article XXXII, Sections 5-6.

However, with full recognition of the above it is agreed that for 1984-5 school year & any other similar year in which equivalent preparation time during the school day cannot be provided the elementary teacher the following schedule shall be implemented: elementary day-- teachers=8:25 am-3:10 pm; students=9:00 am-2:35 pm. Daily hours: teacher-- 6:45; teacher/student contact--5:10; preparation--1:05; lunch--:30.

Section 5. Faculty Meetings. The building principal shall normally schedule two (2) regular faculty meetings per month, subject to cancellation. Other meetings will be called as necessary, normally on twenty-four (24) hours' notice, except in case of emergency. Said meeting shall not exceed two (2) additional meetings a month. All teachers are required to attend faculty meetings unless excused by their building principal. Excused teacher(s) shall assume full responsibility for ascertaining and complying with that which was discussed at the faculty meeting.

Section 6. Other Meetings and Responsibilities. Nothing herein contained shall be construed to relieve teachers of their obligations to attend and participate in building meetings, departmental and/or vertical coordination meetings, and other meetings (i.e., grade level, special education, art, music, physical education, etc.) and programs called by members of the Administration. The number of said meetings shall not exceed four (4) per month and shall be in addition to any meetings scheduled pursuant to Section 5.

Section 7. Teacher Conferences with Parents & Students. Teachers are expected to be available to parents and/or students for consultation. The responsibility of the teacher to be available for conferences with parents &/or students is recognized as a teacher's professional responsibility which may result in the expenditure of time beyond a teacher's normal day.

Section 8. The Board and the Union recognize & agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of time beyond classroom duty hours.

Section 9. Teacher Lunch Periods. All teachers shall have a minimum of twenty-five (25) minutes duty-free uninterrupted lunch period.

Section 10. When a decision is made to close the schools of the district because of an Act of God (as defined by the State Department of Education) notice of such decision shall be given to the LEIN network as soon as possible for public announcement on Detroit area radio stations. When such a closing takes place & students are not required to report to class on a system-wide basis, teachers shall not be required to report for work.

Section 11. (NEW) In compliance with Section 1526 of PA 335 (1993), the Employer has the responsibility to establish a new teacher mentoring process. The mentor teacher program may utilize tenured teachers of the bargaining unit who do so voluntarily and without compensation and are not in any way involved in the evaluation of the new teacher.

ARTICLE IX - DUES DEDUCTION

Section 1. The employer will deduct from the salaries of those employees who individually & voluntarily authorize such deductions in writing, such amounts as are authorized to be deducted for uniform membership dues & uniform assessments for the NEA, the MEA & the Union. In addition, the employer shall deduct from the salaries of those employees who have individually and voluntarily authorized such deductions, an annual contribution to the NEA-PAC and/or the MEA-PAC.

Section 2. The Union shall present to the employer signed and dated cards authorizing such deductions. The authorization card shall remain in effect until the employee revokes the same by written notice delivered to the employer.

Section 3. The employer shall have such cards of authorization at least two (2) weeks prior to beginning deductions. In the event of any change in the amount to be deducted, the employer may take up to twenty (20) school days to place in effect such a change.

Section 4. Each month during the school year, the employer will remit the amount of dues & assessments deducted to the Union, together with an alpha-betical list of employees for whom deductions have been made and the names of any persons adding or withdrawing their authorization cards.

Section 5. Any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of his/her duties, shall as a condition of employment pay as a fee to the Union an amount equal to membership dues payable to the Union, the NEA & the MEA, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that an employee shall not pay or tender such fee directly to the Union or authorize payment through payroll deductions, as provided in Section 1, the employer shall cause, upon the written request of the Union, the termination of employment of such employee no later than the end of the first full semester of employment. The parties expressly recognize that failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

Section 6. The Union shall hold the employer harmless for any dues &/or PAC contributions deducted & remitted to the Union under this provision & for the enforcement of this Article.

ARTICLE X - VACANCIES

Section 1. Notices of all administrative vacancies up to & including the level of Building Principal, & the qualifications for each vacancy, shall be posted in every building prior to the appointment of any persons to fill such vacancies, except when a particular vacancy is filled by the transferring of an employee already on the administrative staff. The Board specifically reserves the right, however, to appoint any person, from within the system or without, to any administrative post.

Section 2. A teaching vacancy shall occur when:

(a) The Board creates a new position.

(b) A teacher is terminated and the termination is either upheld or uncontested.

(c) The Board accepts the resignation of a teacher.

(d) A teacher is granted a leave of absence for a period of one semester or longer.

(e) A teacher is permanently transferred from a position and the Board wishes to fill that position.

Section 3. For the purpose of this Article, a "qualified" person is one who holds a valid Michigan permanent, provisional, continuing, or life (with a four year degree) certificate and, if required, a state vocational certificate. Further, for a person to be "qualified," a person must have had, in the seven (7) years prior to the date in which the vacancy is to be filled, relevant experience or preparation for the subject matter or level of such vacancy.

Section 4. If a vacancy occurs during the school year, the Union will be notified within two (2) weeks of the vacancy, the Board will, if necessary, fill this position for the remainder of the school year with a member of the bargaining unit who is qualified for such vacant position, if one is available according to the recall provisions of Article XVI.

If no qualified bargaining unit member is available on layoff status, the Board may fill such position from outside the system for the remainder of the school year. On or before the beginning of the following school year such position, if not eliminated for economic or other reasons, will be filled by the qualified teacher with the highest seniority requesting a voluntary transfer to that position under the provisions of Article XI.

Section 5. A vacancy occurring during the summer months shall be filled by the Board in the following manner:

(a) first, by filling the vacancy with the most senior qualified teacher requesting a transfer under the provisions of Article XI;

(b) secondly, by recalling a qualified teacher for the position under Article XVI;

(c) lastly, either by involuntary transfer or by hiring from outside of the School District.

ARTICLE XI - VOLUNTARY Transfers

Section 1. Between April 1 & April 30 of any school year, or within fifteen (15) days after a teacher receives written notice of an involuntary transfer, a teacher may request a voluntary transfer for the succeeding school year. Such requests shall specify, in the case of transfer, to the high school, the subject area & the building, & in the case of elementary schools, either a primary or upper elementary position, & building.

A teacher who makes a timely request for a voluntary transfer under this section will be placed on a list known as the transfer list, which will be established and maintained in the Personnel Office.

(a) Requests for transfer shall be made in quadruplicate, one copy for each Building Administrator involved, one for the Personnel Office and one copy for the Union District Director. Such requests shall be kept on file for one (1) year.

(b) Requests which were not acted upon must be refiled every school year in order to remain active.

Section 2. A transfer request will be granted in accordance with the procedure in Article X except where the granting of such request would adversely affect the comparability requirement for the building under Title I, PL89-10, Title 45, Part 116, Sec. 116.26.

Section 3. Whenever a request for a transfer to another building is denied, the teacher upon written request will be given in writing the reasons for this denial.

Section 4. Within the building the principal has the responsibility for making teacher assignments. A teacher may request from the principal a change of assignment and such request will be given careful consideration. If the request is denied, the reasons for such will be given in writing to the teacher if he/she so requests.

ARTICLE XII-Teacher ASSIGNMENTS/REassignments

Section 1. Teachers, except those newly employed, shall be given their tentative September teaching assignments in writing as soon as practicable and no later than August 1 each year.

If a teacher's assignment is changed following notification, he/she will be informed of his/her new assignment as soon as possible.

No teacher will be reassigned after the opening of school without the principal first discussing the proposed reassignment with the teacher involved. Upon the teacher's request, during the discussion, a second meeting will be scheduled at which the teacher may be accompanied by an Union representative and/or any other teacher from that building.

Section 2. Whenever an involuntary transfer is made, system-wide seniority shall be considered along with the qualifications & teaching needs as determined by the Board. If the ability, teaching experience, educational background & employment record of two or more teachers are equal, then the person or persons with the least seniority shall be transferred first.

Section 3. A teacher shall be transferred to another building against his/her wishes only after there has been a meeting between the teacher involved and the Superintendent or his/her designee. A Board representative and a Union representative will confer in advance of any involuntary transfer of a teacher from one building to another after the opening of school. The conference will be for the purpose of mutually examining the problem giving rise to the need for transfer. However, the Board's decision shall be final.

ARTICLE XIII - Teaching CONTRACTS

The provisions of the Michigan Teacher Tenure Act shall be followed for all teacher contracts where such Act is applicable.

ARTICLE XIV - Teacher RESIGNATIONS

Section 1. A teacher shall not discontinue his/her services with the Board except by mutual consent without giving at least sixty (60) days written notice before September 1 of the ensuing school year.

Section 2. Any violation of this Article shall become a part of the personnel record of the teacher.

Section 3. It shall be considered a breach of contract for a teacher to discontinue his/her services during a school year for any reason whatsoever without the mutual consent of the teacher and the Board, any written request by the teacher to discontinue his/her services notwithstanding. Breach of contract under this section shall, at the Board's discretion, constitute grounds for dismissal or be viewed by the Board as a unilateral resignation upon which it may act. However, the discontinuance of services due to a leave of absence shall not constitute a breach of contract.

Section 4. A teacher who has left the employment of the Board either by dismissal or resignation shall forfeit all accrued rights and privileges.

Section 5. In the event of reemployment, such employment shall be considered as new & beginning & the individual may be granted credit for previous experience at the discretion of the Superintendent in accordance with existing policy.

ARTICLE XV - EMPLOYEE DISMISSALS and DEMOTIONS

Section 1. The Board shall have the right to discharge, demote or discipline any teacher for just cause. Any teacher so dismissed, demoted or disciplined shall have the right to have such action reviewed in accordance with the provisions of either the grievance and arbitration provisions of the Agreement or the Michigan Teachers Tenure Act.

Section 2. An employee, if he/she so chooses, shall be entitled to have a Union representative present at any investigatory meeting that the employee reasonably believes may lead to disciplinary action. This shall not obligate the employer to allow the presence of a Union representative at a meeting scheduled for the sole purpose of implementing a discipline.

ARTICLE XVI - REDUCTION in STAFF

Section 1. In cases where the Board deems it necessary to reduce the workforce, the order of reduction shall be:

(a) Temporary employees.

(b) Probationary teachers according to seniority, certification and ability in that order.

(c) Tenure teachers according to seniority, certification, and ability in that order.

(d) If a position cannot be filled with a certified teacher in accordance with seniority, the teacher with the next highest seniority shall be retained.

If equally qualified by seniority and certification in that order, demonstrated ability shall take precedence. If all criteria are equal, the selection will be by lot in the presence of a Union representative.

(e) Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the School District, according to seniority for which he/she is certified.

(f) In the event of layoff, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of layoff except that temporary employees shall not have access to the layoff/recall procedure.

(g) As used in this Article, seniority shall date from the date of hire by formal action of the Board. Its accumulation is limited to service as a teacher under contract, and shall be prorated for service less than full-time.

Administrators and department chairpersons shall continue to accrue seniority under this Agreement for all service in such capacities through June 30, 1994 at which time said accrual of service shall be frozen. Should any administrator or department chairperson be laid off in such capacity after June 30, 1994, said individual shall only be permitted to exercise his/her seniority as frozen on June 30, 1994 in order to displace a less senior teacher under this Agreement.

(h) In the event the Board determines that it may be in the best interest of the School District to deviate from the above procedure, there shall be a special conference on the matter.

Section 2. Recall rights under this Article shall be limited to a period equal to the individual's service to the District while under contract. Any person reemployed under this Article will have the same rights and privileges as were his/her at the time his/her services were discontinued, but will not be given increments for the period of unemployment. It is understood, however, that this section does not waive an employee's rights under the Tenure Act.

Section 3. All teachers shall notify the Board in writing of their proper post office address or any change of name or address. All notices given under this Article by the Board shall be by registered or certified mail. The Board shall be entitled to rely upon the last known address shown in the Personnel Office records for all notices given under this Article.

ARTICLE XVII - HEALTH Examinations

Section 1. After a job offer has been made, a new employee must successfully pass a physical examination as a condition of his/her employment. This shall be administered by the school physician at no cost to the employee and before the employee assumes his/her teaching duties. The contract for employment shall be nullified and canceled in the event the employee fails to pass the examination for his/her essential job function.

Section 2. Each employee shall, as a condition of his/her initial employment and every third year thereafter, in compliance with state law, submit evidence of freedom from communicable tuberculosis to the satisfaction of the school physician and in the manner he/she directs. The school physician may require, whenever in his/her judgment it is in the best interest of the school system, the submission of such evidence at other times.

The Board of Education will pay for those examinations taken in compliance with this section when obtained through the Wayne County Department of Health.

Section 3. Any employee failing to file satisfactory evidence of freedom from communicable tuberculosis within the time specified shall be placed immediately on involuntary leave of absence without pay.

Section 4. Released time shall not be provided for the purpose of taking tuberculosis tests required by this Article. In the event an employee is absent for this purpose, the time away from work will be deducted from his/her pay.

ARTICLE XVIII - INJURY

Section 1. In the event an employee is injured & is eligible for Worker's Compensation, the weekly compensation required by the act shall be paid by the Board at the time accumulated sick leave has been exhausted unless the employee, at the time of his/her injury or disability, requests to retain his/her accumulated sick leave & accept weekly compensation as provided in the Act. In no event shall an employee be paid simultaneously in whole or in part Worker's Compensation benefits & accumulated sick leave benefits.

Section 2. If an employee is physically attacked (as opposed to accidental injury) by another person & injured to the extent that he/she cannot perform his/her teaching duties or if he/she is so injured while directly exercising or attempting to exercise student control, the Board will supplement worker's compensation payments so as to provide income protection equal to but not to exceed one hundred percent (100%) of an employee's take-home pay (gross pay minus income and social security tax deductions).

Such income protection is a supplement to worker's compensation & the two added together shall equal but not exceed one hundred percent (100%) of an employee's daily rate of pay, less tax deductions, for his/her regular contracted teaching duties. Such income protection payment shall not exceed a period of one hundred eighty (180) calendar days during which school is in session. No income protection payments shall be made for any period when school is not in session or for any period during which the employee is eligible to receive long-term disability payments pursuant to this Agreement. In order to be eligible for supplemental payment, the injury must have occurred while exercising the employee's duties and responsibilities in the normal course of employment during the school day or while performing scheduled duties at a sanctioned school function or activity.

Section 3. The Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

ARTICLE XIX - SICK LEAVE

Section 1. An employee shall be allowed leave for sickness, and for physical or mental disabilities caused or contributed to by pregnancy, at the rate of one (1) day every month worked, and one (1) day at the start of the first semester, and one (1) day at the start of the second semester cumulation to a total of twelve (12) days within the school year.

Section 2. Physical or mental disabilities caused or contributed to by pregnancy, or termination of pregnancy for whatever reason, provided said termination of pregnancy is lawful under the law of the State of Mich., are temporary disabilities & shall be treated as such. Written & unwritten employment policies & practices involving matters such as the commencement & duration of leave, the availability of extensions, the accrual of seniority & other benefits & privileges, reinstatement & payment under this Article shall be applied to such disability due to pregnancy or childbirth on the same terms & conditions as they are applied to other physical & mental disabilities. For purposes of the implementation of this Article, the period & commencement of disability shall be determined by certification of the teacher's attending physician.

Section 3. After a beginning employee has taught one month, he/she will be eligible for his/her full sick leave for the first year.

Section 4. After his/her first year of employment, an employee will be immediately eligible for sick leave amounting to his/her allotment for the current year plus any days accumulated from previous years.

Section 5.

(a) In the event an employee works less than his/her regular service year, his/her sick leave shall be prorated for that year.

(b) In the event a staff member terminates his/her employment, he/she shall reimburse the Employer for any overpayment of sick leave which may have been made or the Employer may deduct such overpayment from the final salary check or retirement benefit.

Section 6. Credit shall be given an employee at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness may be accumulated to an aggregate total of one hundred thirty (130) days. To this may be added annually any unused Personal Business days up to an aggregate total of thirty (30) days so that the maximum total days which may be accumulated and used for illness shall be one hundred sixty (160) days. The use of Personal Business days shall not be retroactive prior to July 1, 1966. The base date from which all such service accumulations shall begin is July 1 of each year.

Section 7. Every employee who has been in the Wyandotte School System five (5) consecutive years shall receive five (5) additional sick leave days one time only, except that the maximum accumulation shall not exceed that stated in Section 6 immediately.

Section 8. When an employee's sick leave allowance is computed at the beginning of any year, the excess over his/her maximum shall be permanently discarded and shall not be restored to his/her accumulation of unused days.

Section 9. No payment shall be made for any unused leave for illness accumulated by any employee at the time of his/her resignation, dismissal, leave of absence, retirement or death.

Section 10. No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when employees would normally be expected to be on duty.

Section 11. An employee whose absence has been due to a nervous disorder must present a satisfactory report from a licensed physician and in addition may be required to submit to an examination by a physician designated by the Superintendent. In every event, the employee's return to duty must first be recommended by the school physician.

Section 12. Whenever an employee returns to duty from an injury or illness, he/she must follow policy procedures as determined by the Employer.

ARTICLE XX - TEMPORARY ABSENCE

An employee shall notify the proper administrator, or his/her designee, of any anticipated absence at least one and one-half (1 1/2) hours prior to the time the employee is to report for work.

Failure to give the proper notification without good cause may result in the loss of one-half (1/2) day's salary.

ARTICLE XXI - PERSONAL BUSINESS

Section 1. For the transaction of personal business there shall be an annual allotment not to exceed three (3) days with pay which if not used may be added to the accumulated sick leave days in accordance with Article XX. When a personal business absence will immediately precede or immediately follow a vacation period, holiday, or day of school dismissed by the Board, the teacher shall not receive personal business pay allotment unless prior permission has been obtained from the Superintendent or his/her designee.

Section 2. Personal business shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from school. However, such absences shall not be used for vacation or recreational purposes.

Section 3. Any employee using a personal business day shall sign a statement indicating that his/her absence was within the intent of the provisions of this Article.

Section 4. A teacher who is required to appear in court on matters directly related to school employment shall not have such days charged against his/her sick leave or personal business days.

In the event a teacher is testifying against the School District, or is a party to such a suit, he/she shall not be paid for the days involved nor shall such days be chargeable to sick leave or personal business days.

In the event a teacher is in court because of an alleged assault by him/her upon another person and is eventually convicted, the absences will be charged against personal business days.

ART. XXII - DEATH in Immediate Family

Payment not to exceed five (5) days for absence due to each death in the employee's immediate family may be authorized by the Superintendent. The immediate family shall consist of:

Father	Niece	Mother-in-Law	Daughter
Mother	Brother	Son-in-Law	Nephew
Uncle	Sister	Father-in-law	Daughter-in-law
Wife	Aunt	Grandparent	Brother-in-law
Son	Husband	Grandchildren	Sister-in-law

ARTICLE XXIII - LEAVES of ABSENCE

Section 1. Advanced Study. Upon recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, preferably the second semester, without pay and without increment in the salary schedule, and subject to extension at the discretion of the Superintendent and Board, for advanced study as a regular full-time student in an educational institution of recognized rank. However, a teacher shall be given a salary increment upon his/her return to duty if he/she participated while on leave as a full-time student in a government program which was given without academic credit.

Section 2. Travel and Work Experience. Upon recommendation of the Superintendent of Schools, the Board may grant a leave of absence, without pay & without increment in salary schedule, for cultural travel or work experience related to education. Such a request shall be made to the Superintendent in writing.

Section 3. Personal Illness. Upon the recommendation of the Superintendent, the Board shall grant a leave of absence to an instructional employee who is unable to perform his/her regular duties for an extended period of time because of personal illness, provided written certification of illness is received from a qualified physician. Such leave of absence shall be without increment and without salary except as the provisions of cumulative sick leave apply. The Family and Medical Leave Act may be applicable.

Section 4. Physical or Mental Causes. Extended health leave due to physical or mental causes not falling within the cumulative sick leave policy shall be granted without pay to instructional personnel upon the recommendation of the Superintendent and upon the approval of the Board. The attending physician shall send separately to the Superintendent a written diagnosis. Such health leave may be considered for renewal annually upon the written stipulations given in the preceding statement. No salary increment shall be recognized for such leave. The Family and Medical Leave Act may be applicable.

Section 5. Care for a Sick Member of Immediate Family. Leave without pay or salary increment may be granted for not more than two (2) semesters to instructional personnel for care of sick members of the immediate family. Sufficient proof that such leave is necessary, such as certification by the attending physician, must be submitted to the Superintendent of Schools before such leave will be granted. Under extenuating circumstances this leave may be extended by the Superintendent for up to two (2) additional semesters. The Family and Medical Leave Act may be applicable.

Section 6. Pregnancy and Parental Care. Any teacher in the system who becomes pregnant or requires time off for post-childbirth parental care immediately following pregnancy shall be eligible for a leave of absence subject to the following terms and conditions (The Family and Medical Leave Act may be applicable.):

(a) An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy, and in no event later than the end of the fifth month. Such notification shall include a written statement from her physician verifying the state of pregnancy and giving the estimated date of birth.

(b) Periodic written statements from her physician attesting to her well-being and ability to perform the normal and regular duties and functions associated with her employment must also be furnished. Such statements must be furnished at least bimonthly commencing at the end of the employee's fifth month of pregnancy.

(c) A pregnant employee will be permitted to continue working for such period of time as her dr. certifies in writing that she is physically & emotionally well enough to work and to perform all the normal & regular duties & functions associated with her employment and provided further she continues to satisfactorily perform all the normal and regular duties and functions associated with her employment.

(d) A pregnant employee who desires a leave of absence during her period of pregnancy shall make written request for such leave to the Superintendent at least forty-five (45) days prior to the starting date of the leave of absence.

(e) The leave of absence for pregnancy shall extend through the postnatal examination.

(f) If an employee desires a postchildbirth leave or adoption leave of absence for child care purposes, the employee must make written application for such leave at least thirty (30) days prior to the expected date of birth or adoption. A child care leave shall be for the balance of the school year immediately following the date of the childbirth or adoption. Should an expected child not live or not be available for adoption, the Board, after thirty (30) days following the employee's written request to return to work, shall employ the teacher for the unused portion of the leave in any vacant teaching position which is open or filled by a day-to-day substitute, provided the employee is certified to teach such position.

A child care leave may be extended, at the discretion of the Board, for a period of one (1) additional school year upon a written request for such extension filed with the Superintendent prior to March 30. Upon the request of the employee filed with the Superintendent prior to March 30, the Board, in its discretion, may further extend the leave for one (1) additional school year.

(g) Before returning to work from a pregnancy or parental care leave, the employee must furnish a written statement from her physician that she is ready and able to return to her full work assignment.

(h) A teacher given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but such leave shall be without pay. A leave of absence granted for postchildbirth parental care shall be without salary and without increment.

Section 7. Military. Military leaves shall be subject to such conditions as may be established by federal or state laws or the action of the Board. Upon return from military leave, if an employee wishes to resume his/her employment with the Board, he/she must submit such a request for reinstatement within ninety (90) days after honorable discharge from military service. The request for reinstatement shall be granted as soon as practicable. The salary increment shall be recognized during military leave. The provisions of this Section are applicable only to the initial period of military service including any involuntary extension. Any re-enlistment shall be considered a resignation of the employee by the Board.

Section 8. Involuntary. Upon the recommendation of the Superintendent and upon the approval of the Board, the Superintendent may request in writing that any member of the instructional staff submit to a physical or mental examination, the results of which may be used in determining involuntary leave, which shall be without pay or increment except as provisions of cumulative sick leave provide to the contrary. When such examination is requested, a report of three (3) physicians shall be required. One physician shall be selected by the employee, one by the Board, and a third shall be mutually agreeable to both parties. The Superintendent may make such additional requests at no less than thirty (30) day intervals if it is deemed essential to the welfare of the School System. In the event any teacher is to be placed on involuntary leave the matter shall be discussed with the Union unless the teacher requests that such matter be kept confidential.

Section 9. Peace Corps and Teacher Corps. The Board at its discretion may grant a leave of absence for up to two (2) years without pay to any teacher whose work is satisfactory who joins the Peace Corps or the Teacher Corps as a full-time participant in the program. Any reenlistment shall be considered a resignation by the employee.

Section 10. Public Office. The Board at its discretion may grant a leave of absence not to exceed four (4) years without pay to any teacher to campaign for, or serve in, public office. This leave will be without pay and without increment on the salary schedule.

Section 11.

(a) Union Business. Teachers who are officers of the Union or are appointed to its staff may, upon proper application, be given a leave of absence not to exceed one (1) year without pay but with increment on the salary schedule for the purpose of performing duties for the Union. Not more than two (2) teachers shall be on such leave at any one time.

(b) Union Days. The Board shall provide thirty (30) days for the Union to be used for its members involved in Union business. The Union may purchase up to five (5) additional days at substitute rate for any of its members involved in Union business. No one teacher may use more than ten (10) such days.

Section 12. Jury Duty. A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. These days shall not be charged against sick leave or personal business days.

Section 13. Special Leave. In those special cases where a teacher has need for a short-term leave without pay and a situation is not covered by the regular leave policy, requests shall be made directly to the Superintendent. If the request is denied, the reasons for doing so will be given if requested.

Section 14. Only teachers who have acquired tenure in this system are eligible for leaves of absence under Sections 1, 2, 6(f), 9, 10, & 11(a) of this Article.

Section 15. A teacher while on a leave of absence under this Article shall not be entitled to credit for increments unless such credit is otherwise specifically provided. Seniority shall accumulate for the period of such leave.

ARTICLE XXIV - SABBATICAL LEAVE

Sabbatical leave may, upon the Superintendent's recommendation, be available to instructional personnel under the following conditions:

(1) Not more than two percent (2%) of qualified & eligible employees may be granted such leave in any one year.

(2) The application shall be in writing & state information or purpose, specific plans, and program to be pursued.

(3) The Superintendent will ordinarily approve applications in the order of submission dates; however, he/she may deviate from this if in his/her judgment it would work a hardship upon the system.

The Superintendent may refuse to approve an application if, in his/her judgment, the planned program is less than full time or is inadequate or inappropriate.

(4) Sabbatical leave shall not exceed the equivalent of a school year of forty (40) weeks. If extenuating conditions suggest that such leave be divided into two (2) discontinuous half-year school periods of twenty (20) weeks each, the approval of the Superintendent will be necessary.

(5) One (1) year of sabbatical leave may be granted after seven (7) years of satisfactory professional service in the Wyandotte Public School System. In the event a request for a sabbatical leave, regardless of its length, is granted, another request for a sabbatical leave from the same employee shall not be considered until the passage of another seven (7) years of continuous professional service in this system.

(6) Such leave may be granted provided that the employee agrees to return to the Wyandotte Public School System for a period of not less than two (2) years after completion of the leave. In granting this leave, a reasonable attempt will be made to reserve the teacher's position, if he/she so requests, for his/her return.

(7) Upon completion of sabbatical leave, the employee shall present to the Superintendent's satisfaction evidence of completion of the planned program submitted under Section 3 of this Article.

(8) Upon completion of sabbatical leave the employee shall at his/her request be allowed to return to the specific position vacated as soon as practicable unless the position has been discontinued.

(9) An employee on sabbatical leave shall be paid one-half (1/2) the salary being received by him/her at the time such leave is granted. Said sum shall be payable to the employee in accordance with regular payroll procedures established by the Board.

ARTICLE XXV - EMPLOYMENT while on LEAVE of ABSENCE

Any employee who is granted a sabbatical leave must furnish the Business Office with a written statement setting forth the length of the leave, address where the em-ployee's payroll check is to be mailed, & such other information as the Business Office deems pertinent.

(10) An employee who is granted a sabbatical leave must, as a condition of the leave, execute a promissory note payable to the Board in the amount of the salary to be received by the employee while on sabbatical leave and bearing a due date of the first day of the semester following the completion of the sabbatical leave. If the employee fails to return and teach as scheduled for a full year following the completion of the sabbatical leave, as required by Section 6 above, the full value of the note shall come due on either the first day of the semester following the completion of the sabbatical leave or the day the employee leaves the employ of the Board, whichever is applicable. If the employee fails to teach a second full year following the completion of his/her sabbatical leave, as required by Section 6 above, then one-half (1/2) of the face amount shall be forgiven, but the remaining one-half (1/2) shall become due on the day the employee leaves the employ of the Board.

(11) The salary increment shall be recognized during sabbatical leave.

(12) Sabbatical leave shall be limited to full-time graduate study in a recognized university. "Full-time" shall be at least twelve (12) semester hours per semester or eighteen (18) term hours per quarter.

(13) Sabbatical leave shall be limited to persons who hold a Master's degree.

(14) In the event a person on sabbatical leave terminates his/her planned program prior to its completion, he/she shall forfeit all rights associated with the sabbatical leave & with this Article, & this termination of program shall, at the Board's discretion, constitute an immediate resignation from this School District by the employee. However, the termination of the planned program will not constitute an immediate resignation if it is unavoidable because of the death or disability of the teacher on leave or of a member of his/her immediate family, or if it is impossible to take the planned program because of the cancellation of required courses.

Any employee who accepts regular employment equivalent to half-time or more while on leave of absence shall be considered to have resigned effective at the time he/she accepts such employment.

However, this Article shall not apply to leaves of absence for military, Peace Corps, public office, or Union service as defined in Article XXIV.

Further, this Article may be waived in individual instances by the Board. "Half-time" employment is defined as payment at one-half (1/2) the rate ordinarily paid by the employer to persons with similar training & experience who are employed full-time for this or similar work.

ART. XXVI - Return to Duty after Absence

Section 1. Upon returning from a leave of absence, an employee will be reemployed in accordance with his/her qualifications & available positions as determined by the Board. Reemployment will be consistent with the past practices of the district.

Section 2. In the event the salary schedule for the system is changed while an employee is on leave of absence, his/her basic salary shall be changed accordingly upon his/her return to duty.

Section 3. The Board shall make a reasonable effort to place an employee returning from leave of absence in the same position or one comparable to that which he/she held prior to beginning his/her leave.

Section 4. An employee who is returning from a leave of absence that results from personal illness, or physical or mental causes, shall, before resuming his/her normal duty, file with his/her principal or supervisor, certification from the school physician that he/she is fit to return to work.

Section 5. Prior to the completion of a leave of absence of one (1) semester, an employee must indicate, in writing, a desire to return to duty, sixty (60) days prior to the date the leave is to expire.

Where the leave of absence is for a period longer than one semester the employee must indicate, in writing, a desire to return to duty prior to the last Friday in March in the school year in which the leave is to expire. Failure to give notice required by this section or a refusal by the employee to accept a position offered and for which he/she is qualified, shall, at the discretion of the Board, terminate his/her employment.

ARTICLE XXVII - STUDENT Direction & EMPLOYER- EMPLOYEE Responsibility

Section 1. It is recognized by the Employer & the Union that pupils are individually different in their social, emotional, physical and mental development & that an employee's classroom objectives & instructional methods should reflect & be consistent with this recognition. A good learning atmosphere can best be maintained through the use of positive & constructive techniques. An interesting & enthusiastic presentation of well-conceived lessons recognizing individual student needs is essential.

Section 2. The Employer and the Union understand that employees are individually different in their relative teaching skills, experience, academic preparation & emotional development, & at times may need assistance & support in achieving the desired classroom atmosphere. The Employer recognizes its responsibility to give all reasonable support & assistance to employees with respect to the maintenance of control & discipline in the classroom.

Section 3. The Employer shall promulgate rules & regulations concerning the disciplining, suspending or expelling of students for misbehavior. Such rules & regulations shall be distributed to employees & students.

Section 4. The Employer and Union recognize that behavioral problems sometimes arise regardless of the teaching environment. The development of a healthy learning atmosphere, including the maintenance of adequate discipline, is the responsibility of both the employees and the administrators with the employees responsible generally for direct classroom operation & control & the administrators for providing assistance & support to employees as needed. In discipline matters each pupil shall be dealt with justly & considerately.

Section 5. It is the responsibility of an employee to report unusual and serious discipline matters to the proper administrator and to initiate referral of pupils to Special Services when such is deemed appropriate. In meeting this responsibility, an employee may find it necessary to send a student to the office for disciplinary reasons, in which event, an explanation of his/her offense shall be given the principal or assistant principal by the employee.

Section 6. It is the responsibility of the principal to provide the necessary support to an employee confronted with a serious discipline problem and to facilitate the processing of pupil referrals. The principal is responsible for the development of reporting and referring procedures for the use of employees in each building.

Should a serious disciplinary problem occur, the employee may direct the student involved to report to either the counselor's office or the principal's office for the balance of the period or class. The employee shall notify the principal immediately of the problem and shall promptly furnish a written report of the incident on forms provided by the Employer. The principal shall determine what further action, if any, shall be taken. The principal or counselor shall furnish the employee with a written notice that he/she has seen the student before the student shall be permitted to reenter the class.

Either the employee or the principal may initiate a conference regarding the student for the purpose of improving the teaching situation through identification of causal factors relating to the disciplinary problem & the development of a remedial course of action if one is warranted. The conferences will be conducted in an appropriate manner & place with available information about the student used in a discreet & confidential manner. At the option of the principal, either the student &/or his/her parents may attend the conference. Information about a student or his/her home which is obtained by the employee shall be kept confidential. The employee shall be informed of any remedial action that the principal determines to be appropriate as a result of the conference.

Section 7. The Employer will assist any employee who is the victim of an attack by a pupil or adult which is directly related to his/her employment by the Employer, except that the Employer may choose not to do so in the event it is clearly demonstrated that the employee committed a major error in judgment.

The Employer will provide liability insurance coverage of \$200,000 as protection against possible negligence suits against its employees. This insurance coverage is for the purpose of meeting the costs involved in a legal defense of a negligence suit against an employee or in a possible court award against an employee directly related to his/her employment by the Employer, and in no event will the Employer assume any obligation, specific or inferred, to meet such costs or awards other than to provide insurance coverage as described above. It is clearly agreed that the purpose of this coverage is to provide supplemental insurance protection to that provided by membership in the employee's professional organization and that the coverage provided by the Employer's policy will begin after that provided by membership in an employee's professional organization has been exhausted.

Section 8. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom & social responsibility, to inspire meaningful awareness of a respect for the Constitution & the Bill of Rights, & to instill appreciation of the values of individual personalities. It is recognized that these democratic values often can best be transmitted in an atmosphere which is free from censorship & artificial restraints upon free inquiry & learning, & in which academic freedom for employee & student is encouraged within the limits of good taste & the maturity levels of the pupils. Freedom of individual expression will be encouraged & fair procedures will be developed to safeguard the legitimate interest of the schools & to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XXVIII - Employee Conferences

Section 1. An employee may request a conference with his/her immediate supervisor for the purpose of discussing a professional problem or need.

Section 2.

(a) Special conferences may be arranged between the Superintendent of Schools & the Union represented by the District Director or his/her designee & other Union members, upon mutual agreement of the Superintendent and the Union.

(b) Arrangements for such a special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Items taken up shall be confined to those included in the agenda.

(c) The Superintendent or the Union, or both, may bring special consultants or advisors to such meetings.

Section 3. The time limitations provided for in Article VI, Grievance Procedure, shall not be altered, suspended or waived because of a special conference.

Section 4. Nothing in this Article will prohibit informal conversations on matters covered by this Article.

ARTICLE XXIX - PERSONNEL Records

Section 1. An employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be in the presence of the Administrator responsible for the safekeeping of these files.

Section 2. Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment, are specifically exempted from review. Also specifically exempted from review are all administrative evaluations made prior to July 1, 1966. The administrator shall, in the presence of the employee's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the employee. The employee's representative may identify the specifically-exempted material as to its date or origin, but shall not be permitted to read or review the material itself.

Section 3. Prior to placing a written complaint in an employee's personnel file, the employee shall be given opportunity to see a copy of the written complaint. The employee shall have the right to respond in writing to such complaints. If requested by the teacher, said response will be placed in the employee's file.

Section 4. All material placed in the files must have the date & have affixed the signature of the writer or other proper identification as a source.

The permanent records for employees of the School District shall be kept in the Personnel Office. The Union shall be notified of any change in location of these files.

ARTICLE XXX - Supremacy of Contract

Section 1. This Agreement shall supersede any rule, regulation or practice of the Board which may be contrary to or inconsistent with its terms.

Section 2. Contracts in a form set forth in Appendix D shall be issued to individual teachers by the Board & shall be promptly returned to the Board.

Section 3. The Board agrees that the provisions of any individual teacher contract shall be subordinate to those of this Agreement.

Section 4. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision 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 & effect.

ARTICLE XXXI - GENERAL

Section 1. The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform the duties of his/her employment. Further, the Union shall not cause, engage in or sanction any sit-ins, or other such demonstration of the Wyandotte School District, or similar activities. The Board shall have the right to take disciplinary action against any and all persons involved in any of the activities hereinbefore enumerated.

Section 2. The Board shall have the right to transfer, promote and demote any employee, consistent with the terms of the Michigan Teacher Tenure Act and provisions of this Agreement.

Section 3. The Board shall have the right to establish reasonable rules & regulations consistent with the terms of this contract.

Section 4. The Board shall have the right to medically investigate any employee's absence which is reported as being for medical reasons.

Section 5.

(a) The Board reserves all rights & powers conferred upon it by the Constitution and laws of the State of Michigan & of the United States except as expressly limited by this Agreement.

(b) Subject to the express provisions of this Agreement, the Board & the Superintendent of Schools reserve & retain full rights, authority & discretion, in the proper discharge of their duties & responsibilities, to control, supervise & manage the School District & its professional staff under governing law, ordinances, rules & regulations--Municipal, State & Federal.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board (as for example only, the assignment, transfer or promotion of teachers, or the numbers, categories or priorities of specialists to be employed), the decision of the Board shall be final & binding if made in good faith--i.e., not arbitrarily, capriciously or without rational basis in fact--except where some other standard of grievability may be set forth in this Agreement.

ARTICLE XXXII - SALARIES

Section 1. (a) The salary schedule for the school years 1988-89 through 1999-2000 are attached to and made a part of this agreement as Appendix A.

(b) The "base salary" shall be that which is established for a full certified teacher with a Bachelor's degree and no earned increments as stated in the prevailing salary schedule.

New employees shall not be given experience increments except that the Board may employ a person at any step whenever in its judgment such placement on the schedule is in the best interests of the School District.

(c) The following amounts will be paid to persons with Bachelor's but not Master's degrees for each semester hour earned beyond those necessary for meeting permanent certification requirements; however, no payments will be made for the first eighteen (18) hours completed beyond the Bachelor's degree or in excess of a total of twenty-two (22) except that this requirement of eighteen (18) semester hours will be held to ten (10) semester hours for those persons employed as of June 16, 1972 whose certification requirements can be met with the completion of ten (10) semester hours of graduate work.

1988-9	\$35.50
1989-90	\$37.50
1990-1	\$39.75
1991-2	\$42.00
1992-3	\$43.50
1993-4	\$46.00
1994-5	\$48.00
1995-6	\$51.00
1996-7	\$52.00
1997-8	\$54.00
1998-9	\$55.00
1999-2000	\$56.00

Transcripts substantiating the completion of these hours must be submitted to the Superintendent or his/her designee by October 15. This payment will be divided equally among a teacher's contract payments.

Any hours presented and accepted after October 15, 1968 must have been earned as a part of a planned Master's program.

Payment for these hours earned beyond the Bachelor's degree will terminate upon a teacher being placed on the Master's salary schedule.

Hours for which the \$150 payment has been made shall not be considered.

(d) The following amounts will be paid to persons with Master's degrees for each semester hour earned beyond the Master's degree, up to a maximum of thirty (30) semester hours.

1988-9	\$38.50
1989-90	\$40.50
1990-1	\$43.00
1991-2	\$45.00
1992-3	\$46.00
1993-4	\$48.50
1994-5	\$51.00

1995-6	\$54.00
1996-7	\$55.00
1997-8	\$57.00
1998-9	\$58.00
1999-2000	\$60.00

Evidence of completion must be made by October 15 and payment will be as in Section 1(b).

Payment will be made only for those hours earned after a person has become fully certified and no hours which are necessary to meet permanent certification requirements will be accepted.

For example only, a person with a Master's degree but who is not fully certified would neither be placed on the Master's schedule nor paid for those hours subsequently earned to meet certification requirements, however, a teacher will be placed on the Master's schedule if it is an approved degree, and additional hours earned in accordance with this Article shall be recognized for additional payment.

All hours submitted for consideration for extra payment beyond the Master's degree shall be approved in advance by the Superintendent or his/her designee.

(e) Beginning with the 85-86 school year teachers who earn certain allowance degrees in relevant areas that represent an upgrading of professional skills shall receive the following additional amounts per year:

Specialist degree	\$1000
Ed.D.	\$1500
Ph.D.	\$2000

Section 2.

(a) A death benefit in the amount of \$30,000 will be provided by the Board for the 1988-89 through 1992-93 school years for those teachers who are employed under contract with the Board. Said death benefit shall be increased for the 1993-94 through 1999-2000 school years to \$40,000.

Should the death of a teacher result from accidental causes, as defined in a standard life insurance contract, then \$20,000 shall be added to the above-mentioned death benefit for school year 1988-89 through 1992-93. Said accidental death benefit shall be increased to \$40,000 for 1993-94 through 1999-2000 school years.

This benefit shall not be applicable to newly hired teachers until they have actually commenced work and shall not be applicable to teachers on leave of absence (except that persons on a leave of absence for personal business for ten (10) days or less shall be covered and except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed.) All death benefits under this section will be prorated for employees with less than full-time assignments.

(b) The Board will provide each employee with Delta Dental Plan E with 01 rider or with a dental insurance plan by a carrier of the Board's choice providing equivalent benefits to the employee. For the 1988-89 through 1992-93 school years the maximum contract benefit shall be \$1,000 per person per contract year for Class 1 and Class 2 benefits. For the 1993-94 through 1999-2000 school years such maximum contract benefit shall be increased to \$1,200.

(c) In addition, the Board shall provide each employee with the following health insurance plan & without riders (except as shown): Blue Cross/Blue Shield MVF2 Master Medical Option IV with \$2 co-pay prescription drug rider with the PD-CM rider, VST rider, FAE-RC rider, RPS rider, & RM rider. The Board may choose to self insure this benefit through a program administered by Blue Cross/Blue Shield.

There shall be no more than one Board provided health insurance policy for one household. In any household where an employee elects to waive Board provided health insurance in writing, or an employee is not eligible for such insurance, the Board shall contribute a total of \$100 per month to an annuity program of the employee's choice.

The additional health insurance riders set out in this paragraph shall become effective within sixty (60) calendar days of the date of the ratification of this Agreement.

(d) The Board will provide a maximum benefit for long-term disability in an amount equal to sixty percent (60%) of an insured person's monthly salary, not to exceed a maximum monthly benefit of \$1,500 for the school years of 1988-89 through 1992-93. The maximum monthly benefit shall increase to \$2,000 for the school years 1993-94 through 1999-2000.

The basic provisions of this coverage are set forth in Group Policy No. J-65727, Class No. 1 as provided by the Washington National Life Insurance Company or by a carrier of the Board's choice providing an equivalent coverage to the employee.

(e) The Board will provide each employee with vision insurance under either MESSA VSP-2, full family coverage, or with vision insurance by a carrier of the Board's choice providing equivalent benefits to the employee. Should the Board choose to be self-insured with regard to vision insurance it will provide at a minimum the same benefits provided under the MESSA VSP-2.

Section 3. A teacher who has been employed by the Wyandotte School District for twenty (20) years or more & retires because of age or medical reasons shall receive a lump sum payment of ten (10) percent (10%) of the current base salary (the beginning salary for an inexperienced teacher with a Bachelor's degree) provided he/she is eligible to receive & has made application to receive monthly pension payments from the Michigan Public School Employees' Retirement Fund. The foregoing payment shall not be made in the event of the death of an employee. Any teacher who retires and received the benefit provided in this section & is subsequently reemployed in the Wyandotte System shall not be eligible to again receive such benefits upon his/her later retirement.

Section 4. Teachers absent without pay on a day immediately preceding or immediately following a vacation period, holiday or day of school dismissed by the Board shall not be paid for the paid nonduty days except as may be expressly provided for to the contrary elsewhere in this contract. A teacher losing such pay may appeal to the Building Principal the loss of pay in the event the cause was an unforeseen & unavoidable emergency.

Section 5. A teacher who voluntarily gives up his/her regular preparation period to teach an extra class on a regular basis for thirty (30) school days or more shall be compensated for such extra teaching in an amount equal to one-fifth (1/5) of the daily rate of his/her annual salary (e.g., divide annual salary by 200 & take one-fifth of the resultant figure) for each such class period.

Section 6. Teachers who give up their regular preparation period to teach an extra class on an occasional basis will be compensated at the following rates:

Year	Minutes		
	<u>Up to 30 min.</u>	<u>31-45</u>	<u>46-60</u>
1988-89	9.32	13.66	17.82
1989-90	9.78	14.34	18.71
1990-91	10.37	15.20	19.83
1991-92	10.89	15.96	20.82
1992-93	11.43	16.76	21.86
1993-94	12.01	17.60	22.96
1994-95	12.68	18.58	24.24
1995-96	13.45	19.71	25.72
1996-97	13.79	20.20	26.36
1997-98	14.13	20.70	27.02
1998-99	14.48	21.22	27.69
1999-2000	14.84	21.75	28.38

Whenever a teacher gives up his/her regular preparation period to cover a class in order to accommodate the "convenience" of an absent teacher or the absent teacher fails to report his/her absence with sufficient promptness, such payment shall be deducted from the absent teacher's salary.

Section 7. The salary, salary progression, and the working conditions applicable to the nurses shall continue as in the past.

In addition to the benefits they currently enjoy, nurses shall be eligible for either health insurance or the annuity option under Article XXXII, Section 2(b) of this Agreement.

Nurses shall only accrue seniority as nurses under this Agreement.

The Board and the Union shall draft an addendum to this Agreement embodying such salaries and working conditions.

ARTICLE XXXIII - EVALUATION

Section 1. A tenured teacher shall be formally evaluated at least once every three (3) years. If a tenured teacher receives an unsatisfactory evaluation, the tenured teacher shall be required to adhere to a growth plan designed to eliminate the deficiencies identified in the unsatisfactory formal evaluation.

A non-tenured teacher shall be formally evaluated at least twice (2) each year.

Nothing contained in this Article shall preclude the Board from informally observing a teacher at any time. The results of such informal observation may be included in the teacher's next formal evaluation provided the teacher is notified in writing of any deficiency noted in such observation within ten (10) days of the date of the observation.

Section 2. A formal evaluation shall be based on no fewer than one (1) prearranged observation and at least two (2) random observations. All observations of the work performance of the teacher shall be done by the teacher's building principal or assistant principal. Such observations shall be conducted openly and with the knowledge of the teacher.

Section 3. After the formal evaluation cycle is complete, a written report shall be completed in triplicate and signed by the evaluator and the teacher. The signature of the teacher does not indicate agreement or disagreement with the contents of the report but rather indicates the teacher has received and read the written report. One copy of the written report shall be furnished to the Superintendent for review and inclusion in the teacher's personnel file, one copy shall be retained by the building principal, and one copy shall be furnished the teacher.

Section 4. The teacher shall have the right, within ten (10) school days of his/her receipt of the written evaluation report, to submit for inclusion within his/her personnel file a signed statement of reasonable length commenting upon his/her evaluation.

ARTICLE XXXIV - Duration of Agreement

Section 1. This Agreement shall be in effect for a period of twelve (12) years from September 1, 1988, through August 31, 2000, and shall continue in effect from year to year thereafter unless written request to modify or terminate is delivered by either party to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to August 31, 2000. A request to modify or terminate shall state the items to be negotiated.

IN WITNESS WHEREOF, the Board and the Union have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**Board of Education of the School District of the
City of Wyandotte**

**Wayne County/Wyandotte Education Association/
Michigan Education Association/NEA**

By: _____

By: _____

APPENDIX A--Salary Schedules

School Year 1988-89

<u>Bachelor's</u>			<u>Master's</u>	
\$22,788	Min.		\$24,625	
\$36,870	Max.		\$43,540	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$22,788	0		\$24,625	
\$24,197	1		\$26,518	
\$25,606	2		\$28,404	
\$27,012	3		\$30,298	
\$28,420	4		\$32,191	
\$29,828	5		\$34,082	
\$31,247	6		\$35,972	
\$32,646	7		\$37,864	
\$34,053	8		\$39,755	
\$35,460	9		\$41,646	
\$36,870	10		\$43,540	

School Year 1990-1991

<u>Bachelor's</u>			<u>Master's</u>	
\$25,364	Min.		\$27,408	
\$41,036	Max.		\$48,460	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$25,364	0		\$27,408	
\$26,931	1		\$29,514	
\$28,499	2		\$31,614	
\$30,064	3		\$33,722	
\$31,632	4		\$35,829	
\$33,199	5		\$37,933	
\$34,778	6		\$40,036	
\$36,335	7		\$42,143	
\$37,901	8		\$44,247	
\$39,467	9		\$46,352	
\$41,036	10		\$48,460	

School Year 1992-1993

<u>Bachelor's</u>			<u>Master's</u>	
\$27,963	Min.		\$30,217	
\$45,243	Max.		\$53,427	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$27,963	0		\$30,217	
\$29,691	1		\$32,540	
\$31,420	2		\$34,855	
\$33,146	3		\$37,179	
\$34,874	4		\$39,501	
\$36,602	5		\$41,821	
\$38,342	6		\$44,140	
\$40,059	7		\$46,463	
\$41,785	8		\$48,783	
\$43,512	9		\$51,103	
\$45,243	10		\$53,427	

School Year 1989-1990

<u>Bachelor's</u>			<u>Master's</u>	
\$23,928	Min.		\$25,856	
\$38,714	Max.		\$45,717	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$23,928	0		\$25,856	
\$25,406	1		\$27,844	
\$26,886	2		\$29,825	
\$28,363	3		\$31,813	
\$29,841	4		\$33,801	
\$31,320	5		\$35,786	
\$32,809	6		\$37,770	
\$34,278	7		\$39,758	
\$35,755	8		\$41,743	
\$37,233	9		\$43,728	
\$38,714	10		\$45,717	

School Year 1991-1992

<u>Bachelor's</u>			<u>Master's</u>	
\$26,632	Min.		\$28,778	
\$43,088	Max.		\$50,883	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$26,632	0		\$28,778	
\$28,277	1		\$30,990	
\$29,924	2		\$33,195	
\$31,567	3		\$35,408	
\$33,213	4		\$37,620	
\$34,859	5		\$39,830	
\$36,517	6		\$42,038	
\$38,151	7		\$44,250	
\$39,796	8		\$46,460	
\$41,440	9		\$48,669	
\$43,088	10		\$50,883	

1st Sem. SY 1993-1994*

<u>Bachelor's</u>			<u>Master's</u>	
\$29,082	Min.		\$31,426	
\$47,052	Max.		\$55,564	
<u>Salary</u>	<u>Step</u>		<u>Salary</u>	
\$29,082	0		\$31,426	
\$30,879	1		\$33,841	
\$32,677	2		\$36,249	
\$34,472	3		\$38,666	
\$36,269	4		\$41,081	
\$38,066	5		\$43,494	
\$39,876	6		\$45,906	
\$41,661	7		\$48,321	
\$43,457	8		\$50,734	
\$45,253	9		\$53,147	
\$47,052	10		\$55,564	

2nd Sem. SY 1993-1994*

<u>Bachelor's</u>		<u>Master's</u>
\$29,664	Min.	\$32,054
\$47,993	Max.	\$56,675
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$29,664	0	\$32,054
\$31,497	1	\$34,518
\$33,331	2	\$36,974
\$35,161	3	\$39,439
\$36,994	4	\$41,903
\$38,827	5	\$44,364
\$40,674	6	\$46,824
\$42,494	7	\$49,288
\$44,326	8	\$51,749
\$46,158	9	\$54,210
\$47,993	10	\$56,675

1st Sem. SY 1995-1996*

<u>Bachelor's</u>		<u>Master's</u>
\$32,414	Min.	\$35,027
\$52,444	Max.	\$61,930
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$32,414	0	\$35,027
\$34,417	1	\$37,719
\$36,422	2	\$40,402
\$38,422	3	\$43,096
\$40,424	4	\$45,788
\$42,427	5	\$48,478
\$44,445	6	\$51,166
\$46,435	7	\$53,858
\$48,436	8	\$56,547
\$50,438	9	\$59,237
\$52,444	10	\$61,930

2nd Sem. SY 1996-1997*

<u>Bachelor's</u>		<u>Master's</u>
\$35,068	Min.	\$37,894
\$56,737	Max.	\$67,000
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$35,068	0	\$37,894
\$37,234	1	\$40,807
\$39,403	2	\$43,710
\$41,567	3	\$46,624
\$43,734	4	\$49,537
\$45,901	5	\$52,446
\$48,083	6	\$55,354
\$50,236	7	\$58,267
\$52,401	8	\$61,176
\$54,567	9	\$64,086
\$56,737	10	\$67,000

1st Sem. SY 1994-1995*

<u>Bachelor's</u>		<u>Master's</u>
\$30,553	Min.	\$33,016
\$49,433	Max.	\$58,375
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$30,553	0	\$33,016
\$32,441	1	\$35,554
\$34,331	2	\$38,083
\$36,216	3	\$40,622
\$38,104	4	\$43,160
\$39,992	5	\$45,695
\$41,894	6	\$48,228
\$43,769	7	\$50,766
\$45,656	8	\$53,301
\$47,542	9	\$55,836
\$49,433	10	\$58,375

2nd Sem. SY 95/96*

<u>Bachelor's</u>		<u>Master's</u>
\$33,387	Min.	\$36,077
\$54,017	Max.	\$63,788
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$33,387	0	\$36,077
\$35,450	1	\$38,850
\$37,514	2	\$41,614
\$39,574	3	\$44,389
\$41,637	4	\$47,162
\$43,700	5	\$49,932
\$45,779	6	\$52,701
\$47,828	7	\$55,474
\$49,889	8	\$58,244
\$51,951	9	\$61,014
\$54,017	10	\$63,788

School Year 1997-1998

<u>Bachelor's</u>		<u>Master's</u>
\$35,068	Min.	\$37,894
\$56,737	Max.	\$67,000
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$35,068	0	\$37,894
\$37,234	1	\$40,807
\$39,403	2	\$43,710
\$41,567	3	\$46,624
\$43,734	4	\$49,537
\$45,901	5	\$52,446
\$48,083	6	\$55,354
\$50,236	7	\$58,267
\$52,401	8	\$61,176
\$54,567	9	\$64,086
\$56,737	10	\$67,000

2nd Sem. SY 1994-1995*

<u>Bachelor's</u>		<u>Master's</u>
\$31,470	Min.	\$34,006
\$50,916	Max.	\$60,127
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$31,470	0	\$34,006
\$33,415	1	\$36,620
\$35,361	2	\$39,226
\$37,302	3	\$41,841
\$39,247	4	\$44,455
\$41,192	5	\$47,066
\$43,151	6	\$49,675
\$45,082	7	\$52,289
\$47,026	8	\$54,900
\$48,969	9	\$57,511
\$50,916	10	\$60,127

1st Sem. SY 96/97*

<u>Bachelor's</u>		<u>Master's</u>
\$33,387	Min.	\$36,077
\$54,017	Max.	\$63,788
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$33,387	0	\$36,077
\$35,450	1	\$38,850
\$37,514	2	\$41,614
\$39,574	3	\$44,389
\$41,637	4	\$47,162
\$43,700	5	\$49,932
\$45,779	6	\$52,701
\$47,828	7	\$55,474
\$49,889	8	\$58,244
\$51,951	9	\$61,014
\$54,017	10	\$63,788

School Year 1998-99

<u>Bachelor's</u>		<u>Master's</u>
\$35,945	Min.	\$38,841
\$58,155	Max.	\$68,675
<u>Salary</u>	<u>Step</u>	<u>Salary</u>
\$35,945	0	\$38,841
\$38,165	1	\$41,827
\$40,388	2	\$44,803
\$42,606	3	\$47,790
\$44,827	4	\$50,775
\$47,049	5	\$53,757
\$49,285	6	\$56,738
\$51,492	7	\$59,724
\$53,711	8	\$62,705
\$55,931	9	\$65,688
\$58,155	10	\$68,675

School Year 1999-2000

Bachelor's	Master's	Salary	Step	Salary
\$36,843 Min.	\$39,812	\$36,843	0	\$39,812
\$59,609 Max	\$70,392	\$39,119	1	\$42,873
		\$41,398	2	\$45,923
		\$43,671	3	\$48,984
		\$45,948	4	\$52,045
		\$48,225	5	\$55,101
		\$50,517	6	\$58,156
		\$52,779	7	\$61,217
		\$55,054	8	\$64,273
		\$57,329	9	\$67,330
		\$59,609	10	\$70,392

**School years that have 2 different salary schedules during the same year are prorated accordingly.*

APPENDIX B--EXTRA DUTIES and ACTIVITIES

Section 1. The Board will make available for compensatory pay for extra duties and activities an amount (not including funds for driver's education), based on anticipated revenues of \$89,392.22 for the 1988-89 school year. Such sum shall be increased to: \$93,861.83 for 1989-90 School Year; \$99,493.54, 1990-91 SY; \$104,468.22, 1991-92 SY; \$109,691.63, 1992-93 SY; \$115,220.09, 1993-94 SY; \$121,649.37, 1994-95 SY; 129,057.82, 1995-96 SY; \$132,284.26, 1996-97 SY; \$135,555.88, 1997-98 SY; \$138,944.77, 1998-99 SY; & \$142,418.38, 1999-2000 SY. Any & all such payments shall be limited to the express & specific provisions of this Appendix B of the Master Agreement.

Section 2. Compensatory pay shall replace all compensatory time for every activity included in Section 5 & for every activity which qualifies for payment under Section 6, subject to the qualifications and limitations of Sections 7, 8, 9, 10 and/or 11.

Section 3. Extra duties & activities for which compensatory pay is given shall not be deemed a part of the "normal work assignment" or "normal teaching hours." In determining compensatory pay, only those hours given in excess of a normal work assignment & either before or after normal teaching hours may be considered. Further, compensatory pay shall not be provided for activities which are contractually obligatory or professionally expected (as for example only, parent-teacher conferences, meetings of Parent-Teacher Organization or similar parent-teacher organization, building & system-wide staff meetings, & inservice training programs attended on voluntary basis).

A "normal work assignment" shall be determined in accordance with Article VIII, Sections 2-4 of this Agreement, with the understanding that each full-time middle school and senior high school teacher shall have one preparation period daily (when students are in attendance) except where such period is surrendered under the provisions of Article XXXII, Sections 5-6 of this Agreement.

Section 4. For other extra work which has been assigned &/or approved by the building principal, a teacher shall be entitled to additional compensation as provided for in Sections 5 & 6 of this Appendix, subject to this Appendix's conditions and restrictions.

Section 5. The following (next page) pay schedules for members of the bargaining unit represents the compensatory pay schedule for the bargaining unit.

Section 6. A teacher assigned extracurricular responsibilities other than those listed in Section 5 may qualify for extra compensation providing these responsibilities require a time expenditure (approved by the principal) in excess of twenty (20) clock hours in accordance with Section 3 of this Appendix.

The hourly rate of compensation shall be determined by dividing the total of such excess hours for the entire System into monies referred to in Sec. 1 and not expended under Section 5, except that in no event shall the compensation exceed \$9.69 per clock hour for those hours approved as being in excess of twenty (20).

Section 7. Extracurricular duties may be assigned without compensatory pay if performed as a part of the normal work assignment as defined in Section 3 of this Appendix.

Section 8.(a) Acceptance of any extracurricular duty or assignment shall be strictly voluntary; provided, however, that a person who accepts such duty or assignment shall not resign therefrom during the school year except for good reason.

(b) If no qualified applicant is available from within the bargaining unit, the Board may employ an individual from outside the unit for an extracurricular duty or assignment.

Section 9. Every extracurricular assignment shall be without tenure. An individual shall not be removed from an extracurricular assignment & re-placed except for just cause. Any extracurricular assignment may, however, be eliminated or discontinued whenever in the judgment of the administration such elimination or discontinuance is in the best interest of the School District. The Board shall have the right to not fill any extracurricular duty or assignment.

Section 10. Compensatory pay as provided for in this Appendix B is restricted to extracurricular assignments that are performed within the regular September-June school year, except that any pre-September activity, such as coaching of football & cross country, shall be performed as needed & without additional compensation except as expressly provided for in Section 5 of this Appendix. Extracurricular assignments shall not be a part of a teacher's regular contract.

Section 11. Records of extracurricular assignments & hours shall be the responsibility of the building principal. All hours accumulated for payment and approved by the principal must be submitted to the Payroll Department no later than the last Friday of the regular school year.

Payments shall be made by mail as soon thereafter as is practicable, with a record of the individual payments being sent to the WEA District Director. Separate checks for assignments listed in Section 5 shall be sent with the final regular payment in June.

Appendix B -- 1992-2000 *COMPENSATORY PAY SCHEDULE

Athletics

Non-Athletics

Year 1 rate = % x BA - Step 0 / Yr 2 = % x BA - 1 / Yr 3 (max) = % x BA - 2

High School

High School

Varsity Football(1)	13.0%
Varsity Basketball (2)	13.0%
Varsity Swimming (2)	12.0%
Varsity Volleyball (1)	12.0%
Varsity Wrestling (1)	12.0%
Varsity Hockey (1)	12.0%
Assistant Varsity Football (4)	10.0%
Jr. Varsity Basketball (2)	9.5%
Jr. Varsity Football (2)	9.5%
Assistant Wrestling (1)	9.5%
Jr. Varsity Volleyball (1)	9.5%
Assistant Varsity Basketball (2)	9.5%
Varsity Rowing (1)	9.5%
Varsity Softball (1)	9.5%
Varsity Baseball (1)	9.5%
Varsity Track (2)	9.5%
Varsity Cross Country (1)	8.4%
Varsity Tennis (2)	8.4%
Freshmen Football (2)	8.4%
Freshmen Basketball (2)	8.4%
Assistant Hockey (1)	6.6%
Assistant Baseball (1)	6.6%
Assistant Softball (1)	6.6%
Assistant Track (2)	6.6%
Jr. Varsity Baseball (1)	6.2%
Jr. Varsity Softball (1)	6.2%
Diving (2)	6.2%
Assistant Rowing (2)	6.2%
Cheerleading (1)	6.2%
Golf (1)	6.2%
Assistant Cross Country (1)	6.2%
Freshmen Volleyball (1)	6.2%
Freshmen Baseball (1)	6.2%
Assistant Cheerleading	5.3%
Assistant Tennis (2)	5.3%
Freshmen Cheerleading	4.8%
Intramural Coaches (4)	4.8%

Middle School

Football (1)	6.2%
Basketball (4)	6.2%
Volleyball (2)	6.2%
Wrestling (1)	6.2%
Swim (1)	5.3%
Track (2)	5.3%
Baseball (1)	5.3%
Softball (1)	5.3%
Cheerleading (1)	4.8%
Football Assistants (2)	4.8%
Swim Assistants (1)	4.8%
Assistant Wrestling (1)	4.8%
Assistant Track (2)	4.8%

Rate = % x BA Step 0

Theater (drama/musical/stage/related)	9.5%
WAAC class primary sponsor	2.6%
WAAC class associate sponsor	1.6%
9th grade class sponsor	.72%
10th grade class sponsor	1.03%
11th grade class sponsor	1.54%
12th grade class sponsor	2.04%
Quiz bowl coach	2.04%
National Honor Society	.72%
Student Council	.72%
Key Club	.72%
Creative Writing	.72%
Clubs	.72%
DECA, BPA	1.54%
Marching Band	9.5%
Jazz Band	2.5%
ROVASI Director	2.5%
ROVASI Choreographer	1.54%
Choir Director	1.44%
Glee Club/Chorus	.72%
Orchestra	1.03%
Musical Choreographer	1.03%
Musical Vocal Director	2.04%
Musical Instrumental Director	2.04%
Musical Piano Accompanist	1.54%

Driver's Education

Hourly Rate

95-6	\$19.21
96-7	\$19.69
97-8	\$20.18
98-9	\$20.68
99-00	\$21.20

Middle School

Band Director	1.44%
Orchestra Director	.72%
Vocal Music Director	1.03%
Clubs	.72%
Student Council	.72%

Elementary

Vocal/Instrumental	1.03%
6th Grade Camp	1.01%
Safety Patrol	2.04%

**93-94, 94-5, 95-6, & 96-7 will use net raise amount of BA to determine pay rate on this schedule. Also, see memo of understanding to explain schedule more fully.*

Appendix C -- CALENDARS

1988-1989 SCHOOL CALENDAR

Sept. 6	Tues.	Staff Preparation
Sept. 7	Wed.	First day of Instruction
Nov. 23	Wed.	Schools close end of day-Thanks.
Nov. 28	Mon.	Schools reopen
Dec. 23	Fri.	Schools close end of day-Christmas
Jan. 9	Mon.	Schools reopen
Jan. 27	Fri.	First semester ends - schools closed
Jan. 30	Mon.	2nd semester begins/schools reopen
Mar. 23	Thurs.	Schools close end of day-Easter
Apr. 3	Mon.	Schools reopen
May 29	Mon.	Memorial Day - schools closed
June 14	Wed.	Final day instruction for all schools
June 15	Thurs.	Commencement
June 16	Fri.	Schools close for summer recess

1989-1990 SCHOOL CALENDAR

Sept. 5	Tues.	Staff Preparation
Sept. 6	Wed.	First day of Instruction
Nov. 22	Wed.	Schools close end of day-Thanks.
Nov. 27	Mon.	Schools reopen
Dec. 22	Fri.	Schools close end of day-Christmas
Jan. 8	Mon.	Schools reopen
Jan. 26	Fri.	First semester ends- schools closed
Jan. 29	Mon.	2nd semester begins-schools reopen
Apr. 12	Thurs.	Schools close end of day-Easter
Apr. 23	Mon.	Schools reopen
May 28	Mon.	Memorial Day - schools closed
June 13	Wed.	Final day instruction for all schools
June 14	Thurs.	Commencement
June 15	Fri.	Schools close for summer recess

1990-1991 SCHOOL CALENDAR

Sept. 4	Tues.	Staff Preparation
Sept. 5	Wed.	First day of Instruction
Nov. 21	Wed.	Schools close end of day-Thanks.
Nov. 26	Mon.	Schools reopen
Dec. 21	Fri.	Schools close end of day-Christmas
Jan. 7	Mon.	Schools reopen
Jan. 25	Fri.	First semester ends - schools closed
Jan. 28	Mon.	2nd semester begins-schools reopen
Mar. 28	Thurs.	Schools close end of day-Easter
Apr. 8	Mon.	Schools reopen
May 27	Mon.	Memorial Day - schools closed
June 12	Wed.	Final day instruction for all schools
June 13	Thurs.	Commencement
June 14	Fri.	Schools close for summer recess

1991-1992 SCHOOL CALENDAR

Sept. 3	Tues.	Staff Preparation
Sept. 4	Wed.	First day of Instruction
Nov. 27	Wed.	Schools close end of day-Thanks.
Dec. 2	Mon.	Schools reopen
Dec. 20	Fri.	Schools close end of day-Christmas
Jan. 6	Mon.	Schools reopen
Jan. 24	Fri.	First semester ends - schools closed
Jan. 27	Mon.	2nd semester begins-schools reopen
Apr. 16	Thurs.	Schools close end of day-Easter
Apr. 27	Mon.	Schools reopen
May 25	Mon.	Memorial Day - schools closed
June 10	Wed.	Final day instruction for all schools
June 11	Thurs.	Commencement
June 12	Fri.	Schools close for summer recess

1992-1993 SCHOOL CALENDAR

Sept. 8	Tues.	Staff Preparation
Sept. 9	Wed.	First day of Instruction
Nov. 25	Wed.	Schools close end of day-Thanks.
Nov. 30	Mon.	Schools reopen
Dec. 18	Fri.	Schools close end of day-Christmas
Jan. 4	Mon.	Schools reopen
Jan. 29	Fri.	First semester ends - schools closed
Feb. 1	Mon.	2nd semester begins-schools reopen
Feb. 15	Mon.	President's Day - schools closed
Apr. 8	Thurs.	Schools close end of day-Easter
Apr. 19	Mon.	Schools reopen
May 31	Mon.	Memorial Day - schools closed
June 16	Wed.	Final day instruction for all schools
June 17	Thurs.	Commencement
June 18	Fri.	Schools close for summer recess

1993-1994 SCHOOL CALENDAR

Sept. 7	Tues.	Staff Preparation
Sept. 8	Wed.	First day of Instruction
Nov. 24	Wed.	Schools close end of day-Thanks.
Nov. 29	Mon.	Schools reopen
Dec. 17	Fri.	Schools close end of day-Christmas
Jan. 3	Mon.	Schools reopen
Jan. 28	Fri.	First semester ends - schools closed
Jan. 31	Mon.	2nd semester begins-schools reopen
Feb. 21	Mon.	President's Day - schools closed
Mar. 31	Thurs.	Schools close end of day-Easter
Apr. 11	Mon.	Schools reopen
May 30	Mon.	Memorial Day - schools closed
June 15	Wed.	Final day instruction for all schools
June 16	Thurs.	Commencement
June 17	Fri.	Schools close for summer recess

1994-1995 SCHOOL CALENDAR

Sept. 6	Tues.	Staff Preparation
Sept. 7	Wed.	First day of Instruction
Nov. 23	Wed.	Schools close end of day-Thanks.
Nov. 28	Mon.	Schools reopen
Dec. 23	Fri.	Schools close end of day-Christmas
Jan. 9	Mon.	Schools reopen
Jan. 27	Fri.	First semester ends - schools closed
Jan. 30	Mon.	2nd semester begins-schools reopen
Feb. 20	Mon.	President's Day - schools closed
Apr. 13	Thurs.	Schools close end of day-Easter
Apr. 24	Mon.	Schools reopen
May 29	Mon.	Memorial Day - schools closed
June 14	Wed.	Final day instruction for all schools
June 15	Thurs.	Commencement
June 16	Fri.	Schools close for summer recess

1995-1996 SCHOOL CALENDAR

Sept. 5	Tues.	Staff Preparation
Sept. 6	Wed.	First day of Instruction
Nov. 22	Wed.	Schools close end of day-Thanks.
Nov. 27	Mon.	Schools reopen
Dec. 22	Fri.	Schools close end of day-Christmas
Jan. 8	Mon.	Schools reopen
Jan. 26	Fri.	First semester ends - schools closed
Jan. 29	Mon.	2nd semester begins-schools reopen
Feb. 19	Mon.	President's Day - schools closed
Apr. 4	Thurs.	Schools close end of day-Easter
Apr. 15	Mon.	Schools reopen
May 27	Mon.	Memorial Day - schools closed
June 12	Wed.	Final day instruction for all schools
June 13	Thurs.	Commencement
June 14	Fri.	Schools close for summer recess

1996-1997 SCHOOL CALENDAR

Sept. 3	Tues.	Staff Preparation
Sept. 4	Wed.	First day of Instruction
Nov. 27	Wed.	Schools close end of day-Thanks.
Dec. 2	Mon.	Schools reopen
Dec. 20	Fri.	Schools close end of day-Christmas
Jan. 6	Mon.	Schools reopen
Jan. 24	Fri.	First semester ends - schools closed
Jan. 27	Mon.	2nd semester begins-schools reopen
Feb. 17	Mon.	President's Day - schools closed
Mar. 27	Thurs.	Schools close end of day-Easter
Apr. 7	Mon.	Schools reopen
May 26	Mon.	Memorial Day - schools closed
June 11	Wed.	Final day instruction for all schools
June 12	Thurs.	Commencement
June 13	Fri.	Schools close for summer recess

1997-1998 SCHOOL CALENDAR

Sept. 2	Tues.	Staff Preparation
Sept. 3	Wed.	First day of Instruction
Nov. 26	Wed.	Schools close end of day-Thanks.
Dec. 1	Mon.	Schools reopen
Dec. 19	Fri.	Schools close end of day-Christmas
Jan. 5	Mon.	Schools reopen
Jan. 23	Fri.	First semester ends schools closed
Jan. 26	Mon.	2nd semester begins-schools reopen
Feb. 16	Mon.	Presidents' Day - schools closed
April 9	Thurs.	Schools close end of day, Easter
Apr. 20	Mon.	Schools reopen
May 25	Mon.	Memorial Day - schools closed
June 10	Wed.	Final day of Instruction
June 11	Thurs.	Commencement
June 12	Fri.	Schools close for summer recess

1998-1999 SCHOOL CALENDAR

Sept. 8	Tues.	Staff Preparation
Sept. 9	Wed.	First day of Instruction
Nov. 25	Wed.	Schools close end of day-Thanks.
Nov. 30	Mon.	Schools reopen
Dec. 18	Fri.	Schools close end of day-Christmas
Jan. 4	Mon.	Schools reopen
Jan. 29	Fri.	First semester ends schools closed
Feb. 1	Mon.	2nd semester begins-schools reopen
Feb. 15	Mon.	Presidents' Day - schools closed
Apr. 1	Thurs.	Schools close end of day, Easter
Apr. 12	Mon.	Schools reopen
May 31	Mon.	Memorial Day - schools closed
June 16	Wed.	Last day of Instruction
June 17	Thurs.	Commencement
June 18	Fri.	Schools close for summer recess

1999-2000 SCHOOL CALENDAR

Sept. 7	Tues.	Staff Preparation
Sept. 8	Wed.	First day of Instruction
Nov. 24	Wed.	Schools close end of day-Thanks.
Nov. 29	Mon.	Schools reopen
Dec. 17	Fri.	Schools close end of day-Christmas
Jan. 3	Mon.	Schools reopen
Jan. 28	Fri.	First semester ends-schools closed
Jan. 31	Mon.	2nd semester begins-schools reopen
Feb. 14	Mon.	Presidents' Day - schools closed
Mar. 31	Thurs.	Schools close end of day-Easter
Apr. 11	Mon.	Schools reopen
May 30	Mon.	Memorial Day - schools closed
June 15	Wed.	Last day of Instruction
June 16	Thurs.	Commencement
June 17	Fri.	Schools close for summer recess

APPENDIX D - TEACHER CONTRACTS

The School District of the City of Wyandotte **TENURE TEACHER - CONTRACT OF EMPLOYMENT**

This Agreement made this day, June 12, 1992 between the School District of the City of Wyandotte hereinafter called the *District* and _____ hereinafter called the *Teacher*. For the school year 1992-93.

WITNESSETH:

- CERTIFICATION** - It is represented that the Said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- EMPLOYMENT AND DUTIES** - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of the contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
- TENURE ACT** - The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
- COMPENSATION** - The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- EXTRA DUTIES** - It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- SICK LEAVE** - The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
- TENURE STATUS** - The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended) and shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment.
- The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the **Wayne County MEA/NEA and the Board of Education.**
- CONTRACT AND FINANCIAL INFORMATION**

Length of Contract:	10 school months
Base salary _____	Starting Date: 9-8-92
Extra hours _____	Termination Date: 6-18-93
Adv. degree(s) _____	(A new contract may be issued upon completion of negotiations.)
_____	To be paid in 20.5 equal installments through the school year _____
TOTAL SALARY _____	or
	To be paid in 26 equal installments through the entire year _____

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Superintendent of Schools

Print or type name _____

Address _____

APPENDIX E--MEMORANDUM of AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made & entered into this twenty-eighth day of Jan., 1993 by & between the Board of Education of the School District of the City of Wyandotte, Michigan ("Board") & the Wayne County MEA/NEA ("Union").

WITNESSETH:

WHEREAS, the parties reached certain agreements in the negotiations of the 1988-89-1996-97 collective bargaining agreement; and

WHEREAS, the parties wish to commit them to writing;

NOW, THEREFORE, IT IS AGREED:

1. The parties agree to appoint a committee of six (6) persons, three (3) of whom shall be appointed by the Board & three (3) of whom shall be appointed by the Union, to review the current use of compensatory educational aides at the elementary school level. The committee shall report recommended changes, if any, to the Assistant Superintendent. There shall be no change in the current use of such aides except by the written agreement of the Board & the Union.

2. A four (4) member committee, composed of two (2) members selected by the Board & two (2) members selected by the Union, shall review & make recommendations as to what, if any changes, should be made in the compensatory pay schedule set out in Appendix B Sec. 5. Any changes shall be made by the written mutual agreement of the Board & the Union.

3. The Board shall implement flexible spending accounts for teachers on the same basis as such accounts have been implemented for other bargaining units within the District. The flexible benefit program will cease if it adversely affects the nontaxable status of other fringe benefit programs.

4. The parties agree to resolve the pending grievances in the following manner:

- 1280-8990-WY-150 Withdrawn
- 1346-9192-WY-125 Withdrawn
- 1374-9192-WY-136 Withdrawn
- 1332-9091-WY-122 Withdrawn
- 1304-9091-WY-110 Withdrawn
- 1306-9091-WY-112 Withdrawn
- 1276-8990-WY-148 Withdrawn
- 1255-8990-WY-141 Withdrawn
- 1378-9293-WY-108 Withdrawn
- 1378-9293-WY-138 Withdrawn

- 1378-9293-WY-139 Withdrawn
- 1319-9091-WY-117 Withdrawn
- 1262-8990-WY-145 Withdrawn
- 1353-9192-WY-127 Withdrawn; grievants to be paid 50% monies docked
- 1306-9091-WY-115 Withdrawn; grievants to be paid 50% monies docked
- 1313-9091-WY-116 Withdrawn; grievants to be paid 50% monies docked
- 1354-9192-WY-128 Withdrawn; grievants to be paid 50% monies docked
- 1364-9192 WY 131 Withdrawn; grievant will be permitted to write a response to the disciplinary action provided such is done within ten (10) calendar days after the ratification of the agreement.
- Zuchetto docking The grievant will be paid one (1) hour of pay at the appropriate rate.
- Portfolio grievance The high school principal will reconvene the committee to discuss the placement of student portfolios.

All of the foregoing grievances that are withdrawn, are withdrawn with prejudice to their being refiled. Such withdrawal is without prejudice to the right of the Union to grieve should a similar matter arise in the future.

WHEREFORE, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the day & year first written above.

Board of Education of the School District of the City of Wyandotte

Wayne County/Wyandotte Education Association/MEA/NEA

**PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT**

This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

1. **CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **PROBATIONARY STATUS**—The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ duration. Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
8. **The Provisions** of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the _____ and the Board of Education.

9. **CONTRACT AND FINANCIAL INFORMATION:** Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____

Authorized Signatures

