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8/31/94

1992 - 1994

AGREEMENT

between

WAKEFIELD EDUCATION ASSOCIATION

and

WAKEFIELD BOARD OF EDUCATION

Wakefield Township Schools  
Wakefield, Michigan

*Wakefield Township Schools*



# T A B L E O F C O N T E N T S

Article	Page
PREAMBLE. . . . .	. 1
I RECOGNITION . . . . .	. 2
II RIGHTS OF THE BOARD . . . . .	. 3
III EMPLOYMENT STANDARDS. . . . .	. 5
IV RIGHTS OF THE ASSOCIATION	
A. Use of Buildings. . . . .	. 6
B. Entry of Representatives. . . . .	. 6
C. Request for Information . . . . .	. 6
D. Information of Notices and Postings . . . . .	. 6
E. Political Material. . . . .	. 6
V MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS	
A. Authorization . . . . .	. 7
B. Save Harmless Clause. . . . .	. 7
C. Schedule of Deductions. . . . .	. 7
D. Reimbursement of Excess Deductions. . . . .	. 7
VI RIGHTS OF THE TEACHERS	
A. Right to Organize . . . . .	. 8
B. Extent. . . . .	. 8
C. Private Life. . . . .	. 8
D. Discrimination. . . . .	. 8
E. Board Support of Teachers in Performance of Duties. . . . .	. 8
F. Promotions, Reassignments, Transfers. . . . .	. 9
G. Return to Status. . . . .	10
H. Monitoring. . . . .	10
I. Review of Personal File . . . . .	10
J. Discipline of Teachers. . . . .	11
K. Providing Substitutes . . . . .	11
L. Professional Conferences. . . . .	11
M. Students Teachers . . . . .	11
VII LEAVES OF ABSENCE	
A. Sick Leave - Personal Illness . . . . .	12
B. Sick Leave - Other than Personal Illness. . . . .	13
C. Leave Other than for Illness. . . . .	13
D. Personal Business Leave . . . . .	13
E. Leaves with Pay . . . . .	13
F. Leaves without Pay. . . . .	14
G. Jury Duty . . . . .	14
H. Special Extended Leave. . . . .	15
I. Sick Leave without Pay. . . . .	15
J. Definition of Extended Leaves . . . . .	15
VIII TEACHING CONDITIONS	
A. Physical Environment. . . . .	16

B.	Description of School Day	
1.	Purpose . . . . .	16
2.	Rights and Responsibilities of Teachers. . . . .	16
a.	Reporting Time. . . . .	16
b.	Load. . . . .	17
c.	Elementary Assignments. . . . .	17
d.	Standard Work Week. . . . .	17
e.	Planning Time . . . . .	17
f.	Meetings Outside School Day . . . . .	17
g.	Attendance and Number of Meetings . . . . .	17
h.	Filling Vacancies (Supplement "D"). . . . .	17
3.	Free Lunch Period. . . . .	17
C.	School Calendar . . . . .	18
D.	Teaching Assignments. . . . .	18
E.	Pupil-Teacher Ratio . . . . .	18
F.	Teacher Evaluation	
1.	Probation. . . . .	19
2.	Copy to Teacher. . . . .	19
3.	Criteria . . . . .	19
4.	By Whom. . . . .	19
G.	Relief from Non-Teaching. . . . .	19
H.	Driving School Bus. . . . .	19
I.	Lunch Facilities. . . . .	19
J.	Unsafe Conditions . . . . .	19
K.	Maintenance of Standards. . . . .	19

IX CONTRACTED SUBSTITUTE TEACHERS

A.	Provisions Affecting Substitutes. . . . .	20
----	---	----

X SALARY SCHEDULE AND RELATED PROVISIONS

A.	Basic Schedule. . . . .	21
B.	Experience Credit . . . . .	21
C.	Military Service. . . . .	21
D.	Approved Institutions . . . . .	21
E.	Advances on Schedule. . . . .	21
F.	Formula for Pro-Rating Salary . . . . .	21
G.	Extra-Duty Assignments. . . . .	22
H.	Medical Report. . . . .	22
I.	Pay Days. . . . .	22
J.	Insurance . . . . .	22
K.	Travel Between Schools. . . . .	22
L.	Severance (Unused Sick Leave) . . . . .	23
M.	Tax Sheltered Annuities . . . . .	23
N.	Health Insurance Option . . . . .	23

XI	CONTINUITY OF OPERATIONS. . . . .	23
----	-----------------------------------	----

XII	GRIEVANCE PROCEDURES. . . . .	24
-----	-------------------------------	----

XIII	NEGOTIATION PROCEDURES. . . . .	26
------	---------------------------------	----

XIV	REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS . . . . .	27
-----	---	----

XV MISCELLANEOUS PROVISIONS	
A. In Writing . . . . .	28
B. Individual Contracts . . . . .	28
C. Other Rules and Regulations . . . . .	28
D. Conflict with Law . . . . .	28
E. Reproduction of Copies . . . . .	28
XVI SENIORITY . . . . .	29
XVII EARLY RETIREMENT . . . . .	30
XVIII PART-TIME TEACHER PHILOSOPHY . . . . .	31
SUPPLEMENTS	
A. 1992-93 Teaching Salary Schedule . . . . .	32
B. Seniority List . . . . .	33
C. School Calendar . . . . .	34
D. Supplementary Compensation for Extra Services . . . . .	35
E. Letters of Understanding . . . . .	37
F. Sick Bank Guidelines . . . . .	38
XIX DURATION OF AGREEMENT . . . . .	39
GRIEVANCE FORM . . . . .	40





M A S T E R   A G R E E M E N T

This Agreement entered into this 1st day of September, 1992, by and between the Board of Education of the School District, Township of Wakefield, Michigan, hereinafter called the "Board", and the Wakefield Education Association, hereinafter called the "Association".

P R E A M B L E

Recognizing that providing quality education is the paramount aim of the Board and the Association and that the character of such education depends largely upon the quality and morals of the teaching service, we hereby declare:

WHEREAS, the Association recognized that the Board, under law, has the final responsibility for establishing policies for the District; and

WHEREAS, the Board recognized the educational expertness of teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective negotiation agreements concerning rates of pay, wages, hours of employment and other conditions of employment of such public employees; and

WHEREAS, the Board on November 8, 1965, pursuant to Act 379 of the Michigan Public Acts of 1965, by resolution, recognized the Association as "the exclusive representative of all the non-supervisory certificated professional personnel" for "the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment"; and

WHEREAS, the parties following extended and deliberate professional negotiations, have certain understandings which they wish to incorporate into a written collective negotiations agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I -- RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 379 of the Public Acts of 1965, for the purposes of collective bargaining in respect to rates of pay, wages, hours or other conditions of employment for all certificated professional personnel under contract, and specifically including all classroom teachers, guidance counselors, librarians, special education teachers, speech, hearing and orthopedic teachers or therapists, but excluding per diem substitutes, administrators, supervisors, coordinators, executive personnel, maintenance and plant personnel and office workers. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers. It is further recognized that articles in this agreement specifically concerned with certificated personnel are not applicable to other professional personnel.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.
- C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.
- D. In the administration of all matters covered by this agreement, officials and employees are governed by the provisions of any existing or future laws and regulations of the United States and the State of Michigan which may be applicable, and this agreement shall at all times be applied subject to such laws and regulations.



ARTICLE II -- THE RIGHTS OF THE BOARD

A. The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education shall remain unaffected by this agreement and in full force and effect, unless and until changed by the Board. Any additions, subtractions or revisions of these policies made by the Board from time to time, shall become and remain unaffected by this agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the employer.
2. Continue its rights and past practice of employee assignment and direction of work of all of its personnel. Subject to the limitations of this agreement, set the daily hours of work, starting times and scheduling of all the foregoing. Establish, modify or change workloads, business hours or days.
3. The right to hire, promote, suspend and discharge employees, transfer employees, determine the working schedule, determine the size of the work force, and to lay off employees in conformance with the provisions of this agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures,

and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the agreement.
11. Determine the policy affecting the selection and/or training of employees, providing such selection shall be based upon lawful criteria. Anything that is not expressly limited by the provisions of this agreement, the Board has the right to act upon without prior negotiation.

ARTICLE III -- EMPLOYMENT STANDARDS

The parties to this agreement reaffirm the Board's exclusive authority to select and employ new professional personnel in the school district. However, in keeping with the high standards of the community, the Board agrees to the following statement of policy in this regard:

- A. To the extent possible, only teachers who possess the highest qualifications shall be given consideration for employment in the Wakefield Schools.
- B. A teacher (other than a nurse) in the Wakefield School system shall be the holder of at least a bachelor's degree from an accredited college or university.
- C. A teacher (other than a nurse) shall hold a Michigan Teachers Certificate valid for his work assignment. Failure to have or keep such certificate shall invalidate the contract of any teacher.
- D. Emergency situations shall be governed by the requirements and approval of the State Board of Education.
- E. For summer programs, members of the regular staff will be notified and given due consideration on the basis of qualifications for the position open.

ARTICLE IV -- RIGHTS OF THE ASSOCIATION

- A. The Association or any committees thereof shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the main office. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and mail boxes shall be made available to the Association for the purpose of distributing materials related to the official business of the Association, such as notices of meetings and social events, announcements of the results of Association meetings or elections, and the like, and shall be signed by an officer of the Association. Other media of communication shall be made available at cost, but at no inconvenience to the proper operation of the school. The Association agrees that no member or members shall engage in organization activities during school hours.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided this will not interfere with or interrupt normal school operations. Entries shall be made only after obtaining permission of the Administration.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district which has relevance to its responsibilities, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. An information copy of distributed notices, circulars and other material shall be sent to the principal at the time of posting or distribution.
- E. Any material of political nature which endorses or opposes a political issue or a candidate for public office may not be so distributed or posted.

ARTICLE V -- MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers, as a condition of continued employment, shall either:
1. Sign and deliver to the Board an assignment authorizing deductions of membership dues and assessments of the Association (including Michigan and National Education Associations), and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year, or
  2. Within thirty (30) days of the commencement of employment, cause to be paid to the Association either by authorizing payroll deduction or in cash a representation fee equivalent to the dues and assessments of the Association (including the Michigan and the National Education Associations). In the event the representation fee shall not be paid, the Board upon receiving a signed statement from the Association indicating that a teacher has failed to comply with this condition shall notify said teacher that his services shall be discontinued at the end of the current year.
- B. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this article. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. the Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. the Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- C. The deduction of membership dues for the Michigan Education Association and the National Education Association shall be made from the first regular paycheck each month for ten months. The deductions of membership dues for the Wakefield Education Association shall be made from the second paycheck in November.
- D. The right to refund to teachers monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

ARTICLE VI -- RIGHTS OF THE TEACHERS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan General School Laws or other applicable laws and regulations. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it may reflect adversely on the teacher's responsibilities and relationship with students, parents and the community.
- D. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, religion, color, national origin, age, sex, marital status, place of residence, political activities or membership or participation in the activities of the Association or any other employee organization. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, religion, color, national origin, age, sex, marital status, place of residence, political activities or prior membership or past participation in the activities of any other employee organization. Membership in this Association shall not be required as a condition of employment of any teacher with the Board.
- E. Board's Support of Teachers in Performance of Duties:
1. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained.
  2. The teachers recognize that all disciplinary actions and methods



invoked by them shall be reasonable and just.

3. Each teacher recognizes his responsibility for maintaining an atmosphere conducive to good learning. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When it becomes apparent, based on teacher referral, to the Board and the administration that the action of a particular student is detrimental to the classroom instruction of other students and disrupts the performance of the teacher, after normal classroom corrective measures have failed, it shall be the responsibility of the Board to remove such student for proper professional attention.
4. Any case of assault upon a teacher arising from his teaching duties shall be promptly reported to the school's designated representative. Upon the request of the teacher, the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. Time lost by a teacher in connection with any incident mentioned in this paragraph shall not be charged against the teacher.
5. If any teacher is complained against or sued by reason of justifiable disciplinary action taken by the teacher against a student, in connection with school activities, the Board will upon request of the teacher provide legal counsel.
6. Any complaints of a proportion serious enough to consider being placed in the teacher's personnel file shall be promptly called to the teacher's attention. If action concerning the complaint is to be taken by the Board, the teacher involved shall be present at a discussion of the complaint by the Board. The teacher shall have the right to answer any material filed, and his answer shall be reviewed by the principal and superintendent and attached to the file copy.

F. Promotions, Reassignments and Transfers - The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for changes in assignment. Procedures shall be established to explore such expressed interests as described in the following sections:

1. Promotions - For the purpose of this article, a promotion shall mean a change to an administrative or supervisory position. During the school year, notices of all such vacancies and newly-created positions shall be prominently posted in an appropriately designated place in each school for not less than fifteen days prior to the filing date for filing applications as soon as the vacancy or new position is determined to exist. In emergencies the Board may fill positions on a temporary basis without giving notice. Further, the job posting shall be enclosed in each teacher's pay envelope. Teachers who have opted for a lump sum payment in June shall receive a copy of the posting through a special mailing to them during the summer months.
2. Reassignments and Transfers - For the purpose of this article, a

reassignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher, and a transfer shall mean a change in school but not in subject or grade level. Notices of opportunities for reassignment to other than classroom teaching positions for the next school year shall be announced according to the same procedure described above regarding promotions. Notices of opportunity for reassignment or transfer to other grade levels, teaching subject assignments, and title and summer programs shall be posted for not less than six teaching days. Instructions for application for such assignments or transfers shall be included in the notice. In filling such vacancies, the Board shall consider the recommendation of the supervisor. While the final determination of reassignments and transfers is vested in the Board, it shall not reassign or transfer a teacher without prior discussion with the teacher. Transfers because of changes in enrollment or other unusual situations may be necessary from time to time. If a teacher within the system applies for a vacant position for which he is certified and qualified as deemed by the administration, he may be appointed to that position. If two or more teachers within the system apply, the individual with the longest time of service to the school district shall be appointed. If no teacher from within the system applies, the position can then be filled from outside the district.

3. When possible, extra service positions shall be filled by the available staff. If, after the position has been posted and notification sent to the Association in writing for fifteen days, no staff member applies for the position, the Board may hire from outside the staff. If the position has been filled by a non-staff member during the previous year, and a staff member applies for the position, the Board may elect to retain the non-staff member, based on qualifications for the year of this contract.
- G. Any teacher who assumes a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.
- H. Monitoring - All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- I. Review of Personal File - Each teacher shall have the right upon request to review the contents of his own personal files maintained in the office as it complies with existing state laws that pertain to personal records (P.A. 397 of 1978). A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review may be made in the presence of the administrator responsible for the safekeeping of these files. All communications, including evaluations by Wakefield administrators, commendations and validated complaints directed toward the teacher which are included in the personal file shall be called to the teacher's attention at the time of inclusion. All references and information originating outside the school district on the basis of confidentiality and information obtained within the school district in the process of evaluating the teacher for employment shall not be subject to this agreement, and therefore, shall not be available for inspection by the

teacher.

J. Discipline of Teachers -

1. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers.
2. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. However, probationary teachers shall not be permitted to grieve any action beyond the Board review level of the grievance procedure. Adverse evaluations shall not be grieved beyond the Board review level of the grievance procedure except that reprimand or discipline resulting from adverse evaluation shall be grievable.
3. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance serious enough to be included in his personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

K. The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed. When a suitable substitute is not available for an absent teacher, the principal shall attempt to locate a suitable substitute within the faculty members who may then be on preparation periods. A reasonable attempt shall be made through this procedure to avoid referring students to the study hall or library.

L. Professional Conferences - When a teacher, by Board action, is granted a leave to attend professional meetings, such days shall count as teaching days. Travel, meals, lodging and registration shall be deemed appropriate expenses reimbursable by the Board as shall the cost of substitute teachers needed to relieve participants.

M. Assuming responsibility for the supervision of student teachers shall be voluntary, and arrangements made shall be mutually acceptable to the teacher, administration and the teacher-training institution.

ARTICLE VII -- LEAVES OF ABSENCE

A. Sick Leave - Personal Illness -

1. Only personal illness or disability creating bonafide physical incapacity to report for and discharge duties and/or emergency medical procedures are covered by this sick-leave policy to the extent of unused days credited. Routine health examinations, dental appointments or surgical procedures which might appropriately be scheduled during vacation periods or following the close of the school day shall not be covered.
2. All tenure teachers shall be provided a sick-leave allowance of ten days per year, cumulative to 180 days. This annual allowance shall be available at the beginning of the school year. Part-time teachers will receive pro-rated sick leave days which shall accumulate according to this section.
3. Probationary teachers shall be provided a sick-leave allowance of one day per month, cumulative to ten days per school year. As the teacher accumulates sick-leave allowances, this may be credited against any days previously used for this purpose and deducted. Unused sick-leave days shall accumulate throughout the probationary period and be credited to the teacher when he achieves tenure status.
4. Worker's Compensation shall be provided as specified by law. In addition, a teacher may elect to have the Board pay him the difference between the amount paid to him by the Worker's Compensation Insurance and his regular salary, and charge the employee's sick-leave accumulation proportionately for a period equivalent (to the nearest half day) to the supplementary payment. In the absence of such election such teacher shall not receive his sick-leave payments during the period of his absence for temporary disability due to the accident, and his sick-leave credits shall not be reduced by reason of any Worker's Compensation payments he may receive for temporary disability due to the injury. Acceptance of sick-leave payments for any period for which the teacher may be entitled to receive temporary disability payments under the Worker's Compensation Laws shall constitute an election to charge his absence for such period to the sick-leave days to his credit.
5. Proof of illness, signed by a physician, shall be presented by the teacher upon returning to work, covering absences for personal illness extending beyond five days.
6. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick-leave, may apply for a leave of absence as provided for in the Tenure Act.
7. A teacher absent from work because of lice, mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick-leave. In cases where a communicable disease is the reason for illness, the administration may request a doctor's slip verifying the illness.

8. Effective at the beginning of the 1992-93 school year, each full-time teacher shall contribute two (2) days into a sick-leave bank from their accumulated sick-leave allowance. The teachers may place additional sick-leave days from their accumulated sick-leave into the bank as needed. The placement of these additional days shall be by majority vote of the Association members. All members will then be required to donate days. The sick-leave bank shall be administered in accordance with guidelines established in Supplement F.
- B. Sick Leave - Other than Personal Illness - Leaves of absence with pay chargeable against the teacher's sick-leave allowance shall be granted for the following reasons:
1. Illness of immediate family. (Interpretation: "immediate family" includes father, mother, sister, brother, spouse, son, daughter or parent-in-law of employee.) Within the discretion of the superintendent in special cases, other persons may be included within the "immediate family".
  2. Time necessary when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- C. Leave Other than for Illness -
1. A maximum of three days per school year shall be granted (exclusive of sick-leave) for each death in the immediate family, as defined in B-1 above, of teacher or spouse.
  2. One day of leave (exclusive of sick-leave) shall be granted for death of relative outside of immediate family (must be relative and includes in-laws except parent-in-law included in B-1 above).
  3. An additional two days may be allowed but shall be deducted from sick-leave credit period. If there is not sick-leave credit, full deduction will be made for these two days.
- D. Personal Business Leave - Two (2) days personal leave per year, cumulative to five (5) days, may be used for personal business. An application for a personal business leave must be submitted at least 24 hours in advance (except in the event of an emergency when a shorter notice may be acceptable). A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year, except in emergencies approved by the superintendent. At the end of the school year, unused personal business days shall revert to the teacher's accumulated sick leave days. As an alternative, the teacher may receive \$25 per day for each unused personal business leave day at the end of the school year.
- E. Leaves With Pay -
1. Upon recommendation of the principal and the superintendent and approval of the Board, one visiting day per school year for educational purposes may be granted to any teacher. The Association recognizes



that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in benefits to the Wakefield program. An approved visiting day shall count as a teaching day.

2. Time necessary to take the Selective Service physical examination.
3. A teacher may, at the discretion of the superintendent, be granted two (2) days without loss of pay for services to the public.
4. A total of three (3) professional leave days shall be approved by the superintendent of schools upon request of the president of the Wakefield MEA Chapter to be used by officers for the purpose of attending the MEA Representative Assembly or other Association meetings. Officers of WEA released from regular duties for this purpose will receive pay from the school district for those days for which leave is granted, provided the Association assumes the cost of substitutes.

F. Leaves Without Pay -

1. Upon written request a maternity absence will be granted and the teacher shall receive accumulated sick-leave payments for the duration of time her physician verifies in writing the teacher is personally ill and is unable to perform her teaching duties.
  - a. Upon written application, a child care leave, without pay, following childbirth shall be granted to a teacher (male or female) by the Board of Education. The teacher shall be entitled to this leave for a one (1) year period. Regular salary increments shall not accrue but teacher shall be entitled to his/her former teaching position.
2. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military service to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system.
3. Educational Sabbatical Leave - Pursuant to Section 572 of the School Code of 1955, (340.572), teachers who have been employed for seven years may be granted (upon petition) an educational sabbatical leave for one year. Educational sabbatical leave shall be determined by seniority in profession and date of application. No more than two teachers shall leave at one time.
4. The teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed teachers who have completed at least three continuous years of service will be granted a leave of absence without pay in order to run for, or serve in, public office.

G. Jury Duty - A leave of absence may be granted to a teacher called for jury



service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the Court (not including travel allowances) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service.

- H. Special Extended Leave - With the consent of the Board, a teacher who does not qualify for another type of leave covered by this agreement may be granted an extended leave of absence for special reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of one year.
- I. Requested or involuntary sick leave, without salary, shall be governed by the provisions of the Tenure Act.
- J. Except in emergencies which preclude such notice, the Board shall be provided notice of request for the following leaves sixty (60) days in advance:
  - 1. military leave
  - 2. educational sabbatical leave
  - 3. leaves for running for or assuming political office
  - 4. special extended leaves.

This excludes maternity leave.

## ARTICLE VIII -- TEACHING CONDITIONS

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

### A. Physical Environment -

1. Teachers' lounges and lavatories shall be conveniently available in each school. The Board agrees to confer with the Association to seek mutually acceptable solutions where these conditions do not exist.
2. Access to telephones shall be made available for teacher use primarily for professional and/or emergency purposes.
3. The Board will seek to provide adequate parking facilities for teacher use.
4. Smoking by teachers in a school building shall be limited to the designated smoking area. There shall be at least one (1) such area in each building.
5. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

### B. The School Day -

1. Purpose: Teachers shall use the school day for:
  - a. planning and preparing for their classes,
  - b. teaching their pupils,
  - c. evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and the implementation of their plans,
  - d. reporting and evaluation of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year,
  - e. general supervision of students.
2. The Board recognizes the following rights and responsibilities of teachers as it sets the schedules for the school day:
  - a. The teachers' workday will commence fifteen (15) minutes before the start of the first period and terminate five (5) minutes after the end of the last class period inclusive of a duty-free lunch period. Teachers are encouraged to remain for a sufficient period

after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

- b. Within the workday, the teachers in the secondary school shall be assigned three hundred (300) minutes daily of teaching instruction and one class period as a preparation period. Special responsibility periods may be substituted for teaching periods. A maximum of seven (7) periods of instruction will constitute a secondary school teaching day.
  - c. Teachers in the elementary school shall be assigned teaching time and preparation time equivalent to the weekly totals in the secondary school. Supervision of the gym bus by Central School teachers shall not constitute preparation time.
  - d. The Board recognizes the principle of a standard five-day work week and will, so far as possible, set work schedules and make professional assignments which can be reasonably completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.
  - e. Other teachers shall be provided a planning period equivalent to a regular class period.
  - f. Teachers may not normally be required to report outside the schedule of the school day for longer than one hour to attend the following staff meetings:
    - (1) general staff meetings or other meetings called by the superintendent of schools once each month,
    - (2) building meetings called by the principal of each school once each month,
    - (3) once each month subject field groups, grade level groups and special groups authorized by the superintendent of schools.
  - g. Under no circumstances shall teachers be expected to attend more than one each of the above meetings per month unless there has been prior agreement between the administration and the personnel involved.
  - h. The Association will assist the administration in filling vacancies in extra service assignments (Supplement D) by encouraging teachers to accept such vacancies.
3. All teachers shall have a duty-free uninterrupted lunch period of forty (40) minutes in length. Any variance shall be mutually agreed upon by the administrator and teacher involved.

C. The School Calendar - Prior to the adoption by the Board of the annual school calendar, a committee of three (3) board representatives and three (3) Association representatives shall meet each school year to establish the new school calendar by May 15 of that year. If no agreement on the calendar is reached by this date, the parties agree to place this item as the first issue to be negotiated. It is further agreed that the number of in-session days shall be in accordance with state law but shall not exceed 183 duty days. Duty days are defined as those days when pupils are in attendance, orientation days, institute days authorized by the Department of Education, conference and curriculum days and record days which may occur at mid-year and the close of the school year. On any day when school sessions are scheduled but sessions are canceled by the superintendent due to weather or other conditions beyond control and this closing is announced in the morning on all local radio stations, the following provisions will prevail:

1. if due to weather conditions or health reasons, the teachers shall not be required to report to school and full pay for that day will be allowed
2. if building conditions are such that teachers cannot report full pay for that day will be allowed.

For the terms of this agreement the school calendar shall be as set forth in Supplement C.

D. Teaching Assignments -

1. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates in their major or minor field of study.
2. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to August 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.
3. In the event of a realignment of elementary teachers (not layoff), the least senior teacher shall be realigned unless a more senior teacher at the same grade level elects to move. The realigned teacher shall be allowed to bump into an elementary position of his/her choice for which he/she is certified that is occupied by a less senior teacher. This process shall continue until no further bumping is possible. In no event may a teacher teach the same class of students for more than two (2) consecutive years.

E. Pupil-Teacher Ratio -

1. The Board agrees to make a continuing effort to reach the state recommended standards in pupil-teacher ratios of 25 to 1. In arriving at class size, due consideration will be given to such factors as the

availability of qualified teachers and the funds with which to increase the teaching staff, growth in the number of pupils to be served, the limitations of school facilities and space, the desirability of providing specialized instruction through lectures or audio-visual instruction and similar considerations.

2. In the event students are required to be in the regular classrooms in determining the least restrictive environment (LRE) and the IEPC process, the parties agree to negotiate over the impact of any such placement.

F. Teacher Evaluation -

1. The work performance of all teachers shall be evaluated in writing by March 15 of the probationary years and at least every two (2) years thereafter. More frequent evaluations may be made.
2. A copy of the written evaluation shall be submitted to the teacher. The teacher shall have the opportunity to discuss the evaluation and up to five (5) work days after receipt to react or prepare a supplementary statement for inclusion in the evaluation.
3. All evaluations shall be based on valid criteria for evaluation of professional growth.
4. Evaluations shall be made by professionally qualified individuals.

G. Relief from Non-Teaching Duties - To relieve teachers of patrol and bus duty, the Board agrees to engage a sufficient number of aides in the high school, junior high school and elementary school, when funds are available. The aides will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, collecting money for such items as milk, towel fees, music rental fees, all other fees and similar non-professional responsibilities. Teacher aides shall not assume the professional duties of the regular classroom teacher. If an aide is certified and is subsequently hired by the district to become a regular classroom teacher, such services performed by this individual as an aide shall not be used to accrue seniority or other contract privileges.

H. Under no circumstances shall a teacher be requested to drive a school bus as part of his regular assignment.

I. In schools where cafeteria service for teachers is not available, a refrigerator, two-burner hot plate and an adequate percolator shall be installed in the teachers' lounge in each school building.

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

K. The Board agrees to negotiate with the Association concerning any changes in conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions.

ARTICLE IX -- CONTRACTED SUBSTITUTE TEACHERS

A. General Provisions Affecting Contracted Substitute Teachers

1. Appointment to a Position -

- a. A teacher employed as a substitute teacher with an assignment to one (1) specific teaching position, after sixty (60) days of service, shall be granted for the duration of that assignment leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district.

2. Salary Placement - In determining the initial salary schedule placement of a full-time contracted substitute, allowance may be made up to and including Step 4 of the appropriate schedule for teaching experience. No changes in the basic rate of pay shall be made during a school year once an assignment is made.



ARTICLE X -- SALARY SCHEDULE AND RELATED PROVISIONS

- A. The basic salaries of teachers covered by this agreement are set forth in Supplement A which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.
- B. For each full year of local (Wakefield Schools) teaching experience, and military services while on military leave from local teaching position, one (1) full credit shall be counted.
- C. One full credit may be counted for military service, or for other valuable work experience performed prior to local teaching employment.
- D. All teachers must hold a degree from an institution accredited and approved by the accrediting agencies and the Michigan Department of Education.

Effective at the start of the 1992-93 school year, new hires shall be granted up to five (5) full years experience, on a year-for-year basis, for previous teaching experience in the following areas:

1. K-12 public school
2. Community college
3. Higher education
4. Adult education full-time salaried equivalent
5. K-12 parochial.

Substituting, preschool that is not part of a public school program, and daycare programs shall not apply. Less than one-half (1/2) year shall not count.

- E. Teachers completing additional coursework and qualifying for movement on the schedule will advance to the salary indicated for the experience and training, provided an official copy of a college or university transcript (or grade slip) has been received by the superintendent by October 1 of the first semester and February 1 of the second semester.

Wage Adjustments: The following teachers shall have their placement on the salary schedule adjusted as follows over the duration of this contract:

<u>Teacher</u>	<u>92-93 Step</u>	<u>93-94 Step</u>
Gotta	3	5
Greil	3	5
Obradovich	5	7
Schlobohm	2	4
Spaete	4	5.5
Toomey	3	5

- F. For the classroom assignments in excess of the normal teaching load, compensation will be pro-rated as follows:

1. for the weekly rate, divide the yearly salary by 38
  2. for the daily rate, divide the weekly rate by 5
  3. for the hourly rate, divide the weekly rate by 32.5.
- G. Extra-duty assignments shall be compensated in accordance with Supplement D, herewith attached.
- H. Regulations requiring mantoux tests shall comply with state law.
- I. At the beginning of the school year, each teacher shall select a payday schedule. Changes will be made only in cases of emergency. Teachers shall receive paychecks in equal installments, paid bi-weekly, in accordance with the following schedule:
1. Twenty-six (26) payments, bi-weekly, covering 1/26 of your contractual salary.
  2. Twenty-one (21) equal payments, with the last payment due approximately one (1) week after the close of the school year.
  3. Twenty-six equal payments, with the balance of pay in one lump sum at the end of the school year.
- J. Insurance Benefits - The Board shall provide, without cost to the teachers, health care insurance benefits as follows:
1. The Board agrees to furnish health care insurance for all teachers. The carrier shall be the Michigan Education Association sponsored Super Med 2 program. The insurance shall be the basic health insurance, and the premium shall be fully paid by the Board. The insurance shall consist of the following coverage: self and spouse; self and children; self, spouse and children; and self only.  
  
Effective September 1, 1991, the Board shall provide fully paid MESSA Super Med I coverage for each teacher or family unit thereof. The Board shall be responsible for paying the deductible as follows: On the first payday in February, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible.
  2. For the 1992-94 contract years, the Board shall provide the MESSA Dental Care program for all employees of the bargaining unit and their eligible dependents Auto Plus with Orthodontic Rider 008.
  3. The Board shall provide MESSA VSP3 Vision Care for all employees of the bargaining unit and their eligible dependents.
- K. Teachers with regular assignments requiring them to travel from the main

plant to Central School shall receive mileage according to IRS allowance, with mileage based on the normal weekly schedule.

- L. Any teacher employed within the school district shall receive, upon death or retirement, twenty dollars (\$20) for each unused sick leave day up to a maximum of one thousand five hundred dollars (\$1,500).
- M. Members of the Association shall have the right to have payroll deductions for mutually approved tax-sheltered annuities.
- N. Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply the dollar (\$) amount of a single subscriber's rate for other MESSA options or towards an annuity program.

#### ARTICLE XI -- CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a grievance procedure under which unresolved disputes may be mediated in accordance with the law, during the term of this agreement neither the Association or any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

ARTICLE XII -- GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed term and condition of this contract. The following matters shall not be the basis of any grievance beyond the Board review level of the procedure outlined in this article:
1. the termination of services of or failure to re-employ any probationary teacher,
  2. the placing of a non-tenure teacher on a third year of probation,
  3. any matter involving teacher evaluation.
- B. Within fifteen (15) working days of the alleged occurrence of the grievance or the discovery thereof, the Association member shall discuss the alleged grievance with the immediate supervisor or designee, either personally or with an Association representative.
- C. The grievant may invoke the formal grievance procedure by presenting a written statement within five (5) working days after the informal discussion has taken place. Two (2) copies of the grievance, signed by the grievant and a representative of the Association, shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five (5) working days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or six working days from the date of filing with the supervisor, whichever shall be later), the grievance shall automatically be transmitted to the superintendent. Within five (5) working days of receipt of the grievance, the superintendent or his designee shall meet with the Association and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) working days of such meeting (or six working days from the date of filing with the superintendent, whichever shall be later), the grievance may be transmitted within ten (10) working days to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) calendar days thereafter. A

copy of such disposition shall be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Working days during the summer shall be understood as the normal Monday through Friday work week, excluding holidays.
- J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.
- K. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- L. A grievance form shall be attached to each master agreement.

ARTICLE XIII -- NEGOTIATION PROCEDURES

- A. Matters not specifically covered by this agreement may be negotiated upon mutual agreement of both parties.
- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.



ARTICLE XIV -- REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND  
CONSOLIDATIONS OF DISTRICTS

- A. In the event that this district shall be combined with one or more districts through consolidation or annexation, the Board will use its best efforts to assure the continued recognition of the Wakefield Education Association and the continued employment of its members.
- B. If the Wakefield Township School District is the annexing district, the seniority list shall remain unchanged and the incoming teachers from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district teachers shall receive experience years on the salary schedule in accordance with the contract. Further, the Board agrees not to voluntarily negotiate any matter with the annexed district's teachers or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Wakfield Education Association.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain those teachers who are qualified within their area of certification and have the longest service to the district. The Board will further use its best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.
- D. When a recall procedure is implemented, teachers will be called back on the basis of seniority, provided that they are certified for the position available and considered by the Board to be qualified. The Association shall be provided with a seniority list by the end of October for each new school year. Seniority shall be based upon the length of actual service at the Wakefield School District. One year of seniority shall be granted for military service. Probationary teachers' rights for recall will be limited to two years from date of layoff.
- E. No teacher shall be laid off unless he has been notified of said layoff at least sixty (60) days before June 30th. The teacher must be given written notification stating the reason for layoff.
- F. According to seniority and qualifications, laid off teachers shall be given first preference in being hired as substitute teachers.

ARTICLE XV -- MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the agreement, this agreement, during its duration, shall be controlling.
- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this agreement or any application of the 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 and effect.
- E. Copies of this entire agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereinafter employed, or considered for employment by the Board whenever contract changes are negotiated.

ARTICLE XVI -- SENIORITY

- A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service\* within the bargaining unit and shall be computed from the bargaining unit member's first day of work since the most recent date of hire. All bargaining unit members shall be ranked on the list in order of their first day of work, as defined above. In the circumstances of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. Part-time teachers shall receive pro-rated years on the seniority list according to their teaching load beginning with the 1983-84 school year without loss of previously accrued seniority.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or transfer to a non-bargaining unit position. However, seniority is retained if severance of employment is due to layoff. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. Seniority shall continue to accumulate when bargaining unit members are on military, study, maternity and health leave.

\* Unbroken service begins with the 1981-82 school year.

ARTICLE XVII -- EARLY RETIREMENT

- A. A bargaining unit member who has acquired a minimum of ten (10) years of service in Wakefield may, at his/her option, take early retirement.
- B. Early Retirement Incentive Plan
  - 1. Teachers must meet requirements for retirement as established by the Michigan Public School Employees Retirement System.
  - 2. Incentive payment shall be paid to the employee only.
  - 3. Notice is to be given as soon as possible and before July 1 of the year of retirement. If retiring in the second semester, must notify by November 1.
  - 4. For 1992-93, any teacher meeting the requirements under the Michigan Public School Employees Retirement System guidelines shall be eligible to retire under this article and receive the incentive provided herein.
  - 5. Except in cases where the money is being used to purchase service credit, payment shall be made in January of the year following retirement.
  - 6. Early retirement incentive plan applicants must retire at the end of a year in which they become eligible to retire without penalty through the Michigan Public School Employees Retirement Systems Basic or MIP program. Qualifying individuals who do not opt for this incentive shall forfeit the right to early retirement under this article.
  - 7. Medical reason for earlier retirement will be considered on an individual basis.
  - 8. Retirement incentive payment shall be made in the following manner: The sum of sixteen thousand dollars (\$16,000) will be paid to qualifying persons retiring. Payment shall be over a two (2) year period, eight thousand dollars (\$8,000) each January.
  - 9. In the event of the employee's death after notice of retirement, any outstanding sums shall be paid to his/her beneficiary.
  - 10. Upon verification of enrollment into the Michigan Public School Employees Retirement System fringe benefit program, the Board will pay one thousand dollars (\$1,000) per year to cover the insurance fees. A payment of five hundred dollars (\$500) will be made on July 15, and another five hundred dollars (\$500) made on January 15. Payment will continue until such time as the retiree is eligible for Medicare through the Social Security Administration or death, whichever occurs first.

ARTICLE XVIII -- PART-TIME TEACHER PHILOSOPHY

- A. The Board and the Association recognize the educational advantages for students to be taught by a full-time professional teaching staff. Therefore, the Board agrees to keep part-time teachers to a minimum within the district.
  
- B. The placement of a full-time teacher on a part-time status shall only be on a temporary basis and the affected teacher shall be returned to a full-time position for which he/she is certified and qualified as soon as it is feasible.

SALARY SCHEDULE

1992-93

	<u>BA</u> (1052)	<u>BA+20</u> (1060)	<u>MA</u> (1089)	<u>MA+20</u> (1097)
0	21,920	22,597	23,457	24,239
1	22,972	23,657	24,546	25,336
2	24,024	24,717	25,635	26,433
3	25,076	25,777	26,724	27,530
4	26,128	26,837	27,813	28,627
5	27,180	27,897	28,902	29,724
6	28,232	28,957	29,991	30,821
7	29,284	30,017	31,080	31,918
8	30,336	31,077	32,169	33,015
9	31,388	32,137	33,258	34,112
10	32,440	33,197	34,347	35,209
11	33,492	34,257	35,436	36,306
12	34,544	35,317	36,525	37,403
20	35,544	36,317	37,525	38,403

The 1993-94 wage increase shall be applied to the base, increment, and Supplement D in accordance with the formula below:

1. If the combined percentage rate increase for Super Med I, dental, and vision insurance is greater than 12%, the wage increase shall be 4%.
2. If the combined percentage rate increase for Super Med I, dental, and vision insurance is between 8% and 12%, the wage increase shall be 4.5%.
3. If the combined percentage rate increase for Super Med I, dental, and vision insurance is less than 8%, the wage increase shall be 5%.



WAKEFIELD SCHOOLS  
Wakefield, Michigan

W. E. A. SENIORITY LIST  
September 1992

As per Article XIV, D, and Article XVI of the Master Agreement, the following lists the seniority based upon the length of actual service at the Wakefield Township School District, of all Wakefield Education Association bargaining unit members including one year seniority for military service. (Note: Seniority is based on actual years taught in Wakefield exclusive of the 1992-93 school year.)

TEACHER	FIRST DATE OF WORK	MILITARY	TOTAL
Forini, Joseph.....	09-02-63.....		29
Richards, William.....	08-31-64.....	1.....	29
Forslund, Kenneth.....	09-04-67 (Abs 82-83).....	1.....	25
Cox, Alice.....	09-04-67.....		25
Paynter, David.....	08-30-71.....	1.....	22
Niemi, Olive.....	08-30-71.....		21
Ravelli, Bernadette.....	08-30-71.....		21
Gregor, Betty.....	11-05-71.....		21
Hamilton, Janice.....	08-31-73.....		19
Pumala, Elsa Beth.....	09-02-75*.....		17
Forslund, Beth.....	09-02-75*.....		17
Valesano, Richard.....	08-30-71 (Admin capacity 76-82).....		15
Cormier, Alice.....	08-31-59 (Abs 62-80).....		15
Lake, Georgana.....	08-28-78.....		14
Franklin, Jeanne.....	02-08-80.....		12.5
Munari, Donna.....	08-27-84.....		8
Lynott, Margaret.....	08-30-82.....		7.13
Engel, James.....	08-26-85.....		6.5
Houle, Patricia.....	09-09-86.....		5.7
Colassacco, Robert.....	05-01-88.....	1.....	4.8
Green, Colleen.....	08-25-86 (Abs 89-90).....		4.5
Noyes, Connie.....	08-29-88.....		3.83
Strelcheck, Paulette.....	08-31-87.....		3
Silc, Julie.....	12-15-86.....		2.69
Obradovich, Daniel.....	11-27-89.....		2.66
Kauranen, Tracy.....	10-15-90.....	1.....	2.41
Spaete, Susan.....	10-15-90.....		1.41
Toomey, Mary.....	08-26-91.....		1
Greil, Annette.....	10-01-91.....		.86
Schlobohm, Judy.....	08-26-91.....		.5
Koruga, Sue.....	11-22-91.....		.41
Maki, Larry.....	02-13-92.....		.33
Gotta, Gary.....	11-04-91.....		.29
Pearson, Louise.....	08-24-92.....		0
Niemi, Stella.....	08-24-92.....		0

\*As per Article XVI, A., Elsa Beth Pumala awarded priority in seniority 5-13-82.

WAKEFIELD TOWNSHIP SCHOOLS

CALENDAR

1992-93

1992

1993

JULY

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST (6)

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER (21)

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER (22)

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER (18)

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER (16)

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY (20)

						1	2
3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26
27	28	29	30				

FEBRUARY (19)

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH (23)

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL (16)

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY (20)

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4 Classes Resume  
15 End of 1st MP

15 Presidents Day

5 Easter Recess  
13 Classes Resume

28 Last Day of School  
31 Memorial Day

24 School Begins

7 Labor Day

16 Hunting Day  
26-27 Thanksgiving

23 Christmas Recess

The calendar shall consist of 180 student days and 181 teacher days. In the event the district decides to schedule the 181st teacher day, said day shall be from 9:00 a.m. to 3:00 p.m. and shall be used exclusively to meet the requirements of Public Act 25 and for purposes of school improvement.

SUPPLEMENTARY COMPENSATION FOR EXTRA SERVICES

All payments for extra services will be made upon the completion of those services in a lump sum payment. Prior to applying the 1993 percentage increase to girls basketball and boys basketball, those salaries shall be increased by \$250 each. In addition to the basic salary schedule, teachers with normal full teaching and duty assignments, and who are assigned to extra athletic coaching and/or other extraordinary responsibilities, may receive as follows:

<u>Code Number</u>	<u>Activity</u>	<u>92-93 Amount</u>
<b>Athletics</b>		
1	Head, varsity football	\$3,500
2	Assistant, varsity football	1,610
3	Assistant, freshmen football	1,235
4	Head, varsity boys basketball	3,250
5	Head, varsity girls basketball	3,250
6	Assistant, varsity boys basketball	1,610
7	Assistant, varsity girls basketball	1,610
8	Junior high football	460
9	Junior high boys basketball	1,035
10	Junior high girls basketball	1,035
11	Freshmen basketball	1,235
12	Grade basketball (Saturdays)	660
13	Head, boys track coach	1,450
14	Assistant, track coach	660
15	Head, girls track coach	1,450
16	Baseball (summer)	1,450
17	Boys tennis coach	1,275
18	Girls tennis coach	1,275
19	Ski team coach	500
20	Volleyball coach	1,450
21	Assistant, volleyball coach	660
<b>Publications</b>		
22	Yearbook sponsor	825
23	School paper sponsor	450
<b>School Class Sponsorships</b>		
24	Senior class sponsor	825
25	Junior class sponsor	825
26	Sophomore class sponsor	450
27	Freshmen class sponsor	450
28	Eighth grade sponsor	450
29	Seventh grade sponsor	450
<b>Other</b>		
30	Head teacher	1,500
31	Elementary patrol	450
32	Elementary service squad	450
33	Driver Education (One hour extra preparation for each eight hour shift.) Eight hour shift or less driving and class time only.	12.50/hr
34	Homecoming float sponsor	150

35	Cheerleader sponsor	1,025
36	Student council	650
37	Chess club	250
38	"W" club	250
39	Extra band appearances	1,975
40	Choir appearances	650
41	Swing choir	250
42	High school quiz bowl	500
43	Junior high quiz bowl	250
44	French Club	250
45	Odyssey of the Mind	250
46	Hourly rate for other activities	min wage scale

LETTER OF UNDERSTANDING  
BETWEEN THE  
WAKEFIELD TOWNSHIP SCHOOLS BOARD OF EDUCATION  
AND THE  
WAKEFIELD EDUCATION ASSOCIATION

The Wakefield Township Schools Board of Education and the Wakefield Education Association agree to examine the educational benefit afforded the students of the district through the utilization of all seven (7) class periods at the high school for the 1991-92 school year. The parties recognize that the seven (7) period instructional day at the high school may impact on the instructional day at the elementary grade level.

Prior to May 1, 1991, a committee comprised of representatives of the Board of Education, Administration and Association members will present their findings on the seven (7) period class schedule to the entire Board of Education. The Board will consider the committee's recommendations, but reserves the right to reject and/or modify the recommendation which they feel would best serve the interest of the students in the district. It is explicitly understood that any Board decision related to this matter shall not alter existing terms and conditions of employment as specified in the Master Agreement between the parties unless agreed upon by the parties in writing.

WAKEFIELD BOARD OF EDUCATION:

WAKEFIELD EDUCATION ASSOCIATION:

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*\*\*\*\*

LETTER OF UNDERSTANDING  
BETWEEN THE  
WAKEFIELD EDUCATION ASSOCIATION  
AND THE  
WAKEFIELD BOARD OF EDUCATION

In the event the Board utilizes the services of a school nurse where the Board is the employer, the nurse shall be considered part of the bargaining unit and his/her wages, hours and conditions of employment shall be negotiable.

FOR THE BOARD OF EDUCATION  
WAKEFIELD TOWNSHIP SCHOOLS:

FOR THE WAKEFIELD EDUCATION  
ASSOCIATION:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

SUPPLEMENT F - SICK BANK GUIDELINES

The sick bank committee shall consist of one (1) board member, the superintendent, and two (2) members of the Association (one from the high school and one from the elementary school). The Association shall notify the Administration as to who their representatives on the committee will be each year. The committee shall administer the bank in accordance with the following guidelines:

1. No teacher can draw from the bank until he/she has exhausted his/her accumulated sick leave and personal leave.
2. To be eligible for sick bank days, the teacher must be seriously ill or injured and a teacher must be absent for two (2) consecutive days without pay. Day to day illnesses shall not qualify.
3. At the time of request for leave, a doctor's slip must be presented to the committee.
4. The committee may approve up to a maximum of ten (10) sick bank days, including complications due to pregnancy, depending on the severity of the illness. An additional ten (10) sick bank days may be granted by the committee based on individual needs and circumstances.
5. No teacher shall have more than twenty (20) sick bank days approved during any one (1) school year.
6. Upon return to work, any sick bank days used must be paid back at a rate of five (5) days per year from the teacher's annual sick leave until the days have been paid back.
7. In case of terminal illness, there will be no payback of sick days.
8. Sick bank records shall be jointly administered by the Superintendent and Association President.
9. A teacher receiving workers compensation benefits as a result of injury or illness related to his/her school employment shall not be eligible for sick bank days.

FOR THE BOARD OF EDUCATION  
WAKEFIELD TOWNSHIP SCHOOLS:

FOR THE WAKEFIELD EDUCATION  
ASSOCIATION:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



ARTICLE XIX -- DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1992, and shall continue in effect until the 31st day of August, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this        day  
of                   , 1992.

WAKEFIELD EDUCATION ASSOCIATION

BOARD OF EDUCATION  
WAKEFIELD TOWNSHIP SCHOOLS

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_

by \_\_\_\_\_





B. Disposition of Superintendent \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Superintendent                      Date

C. Disposition of the Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Association                      Date

STEP III

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Board                      Date

C. Position of the Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Association                      Date

STEP IV

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

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

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

\_\_\_\_\_  
Signature of Arbitrator                      Date



