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WYOMING PUBLIC SCHOOLS

WYOMING, MICHIGAN

MASTER CONTRACT

BETWEEN

THE BOARD OF EDUCATION
WYOMING PUBLIC SCHOOLS

AND

THE KENT COUNTY EDUCATION ASSOCIATION
MEA/NEA
WYOMING EDUCATION ASSOCIATION (WEA)

AUGUST 15 1994 THRU AUGUST 15, 1997

Wyoming Public Schools

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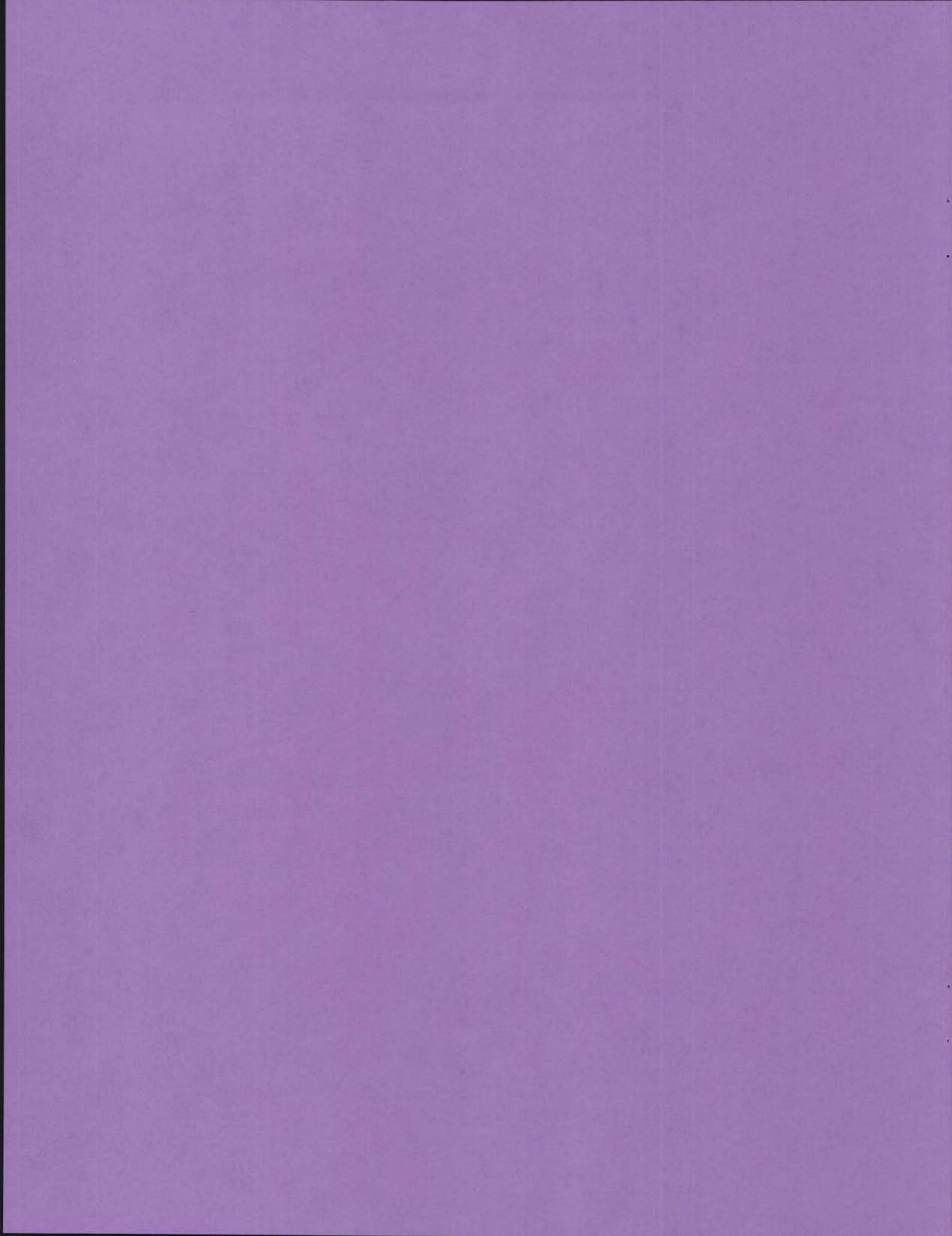


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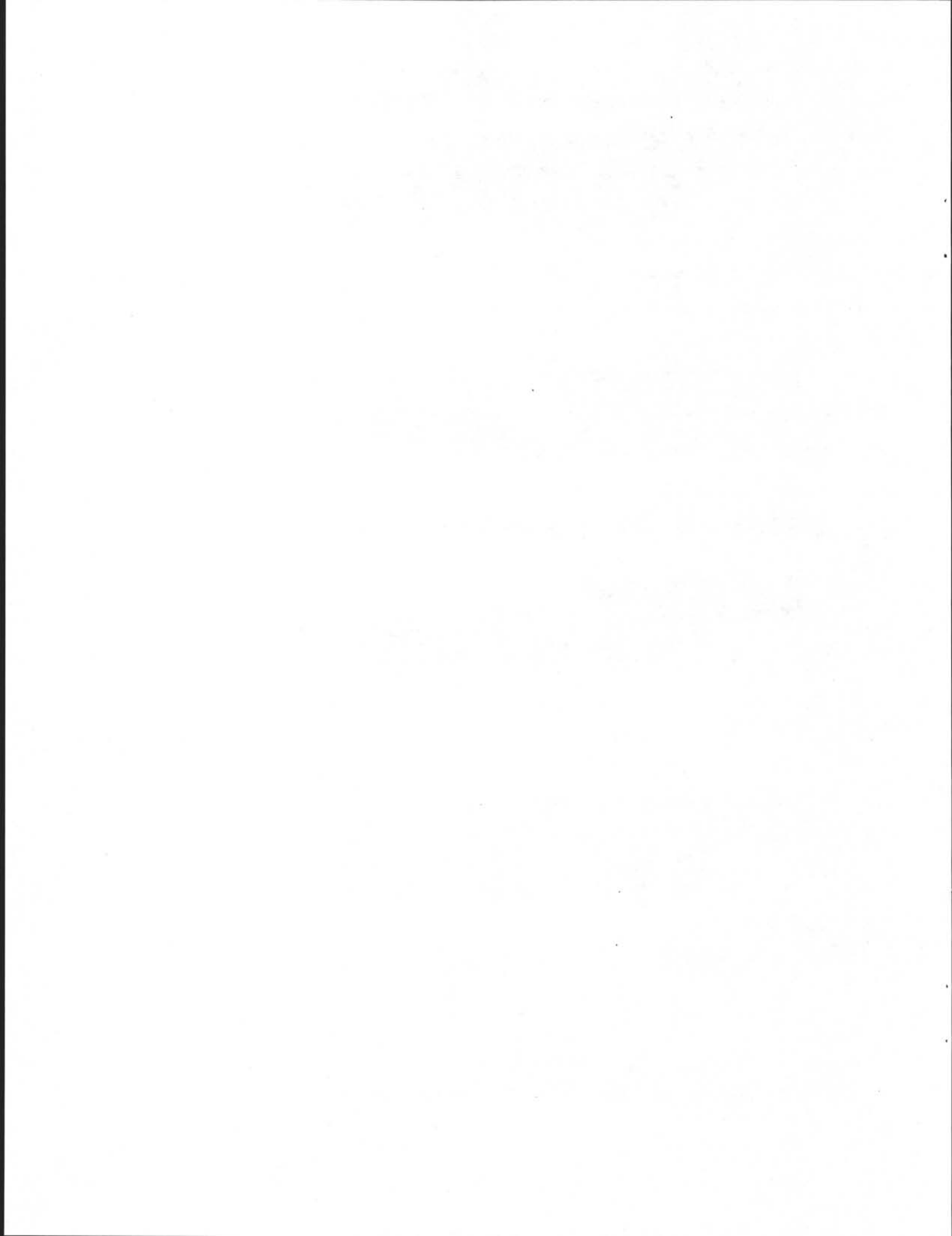
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**WYOMING PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
THE KENT COUNTY
EDUCATION ASSOCIATION MEA/NEA**

AGREEMENT

This Agreement is entered into this 15th day of August, 1994, by and between the Board of Education of the Wyoming Public Schools, hereinafter called the "Board", and the Kent County Education Association, affiliated MEA NEA, hereinafter called the "Association", which shall designate the Kent County Education Association, affiliated MEA/NEA, solely in its representative capacity for the employees of the Wyoming Public Schools in the bargaining unit recognized in Article I.

PREAMBLE:

WHEREAS the Board and Association recognize and declare that providing a quality education for the students of the Wyoming Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize as follows:

ARTICLE I

RECOGNITION

A. EMPLOYER RECOGNIZES ASSOCIATION

1. INCLUDED AND EXCLUDED

The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 336, Acts of 1947, as amended, for the appropriate bargaining unit, described and defined as:

All professional personnel certified by the Michigan State Department of Education on tenure or probation, including teachers, guidance counselors, librarians, administrative assistants, cooperative and vocational coordinators, social workers, speech and hearing therapists, advising or critic teachers, teachers of the home/bound or hospitalized, school nurses, all full-time and regular part-time certified community education teachers who teach over four (4) hours per week, permanent substitutes employed or to be employed by the Board, but excluding administrative and supervisory employees whose function is to evaluate the performance of professional personnel for the purpose of discipline, tenure or promotion or effectively to recommend discipline, tenure or promotion, the Superintendent, Assistant Superintendents, Community Education Directors, Community Education Administrative Assistants, Principals, Assistant Principals, Office Coordinators, Supervisors, School Psychologists, and per diem substitutes. Specifically excluded are Community Education Intern and Public Service Contract positions, any position that is funded from sources other than membership from state aid and teachers of leisure-time courses. Persons in these excluded positions shall not be used to perform duties which shall effect a reduction in hours available to the regular teaching staff. Leisure-time courses shall be defined as courses without any FTE students.

2. TERM "TEACHER"

The term "teacher", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

3. TERM "TEACHING"

For the provisions of the Agreement for Community Education, the following definitions shall apply: "Teaching" or "teaching or other professional duties" shall mean that time spent in actual classroom teaching, face to face contact time, and other normal professional duties for which the teacher is contracted. This does not include preparation time, work and records time, conference time, or in-service time; each of which is specifically referred to in this Agreement.

B. PRE-K AND CHILD CARE

1. The Pre-K and Child Care programs will be transferred to leisure time status as present staff in the program positions voluntarily leave the program.
2. Any Pre-K or child care teacher bargaining unit member employed at the date of the signing of this agreement shall be a member of the bargaining unit with all contractual rights and privileges during the entire course of their employment with the Wyoming Public Schools. It is expressly understood that these individuals shall at no time be replaced in full or partially with nonbargaining unit members. These individuals shall be maintained in positions in these programs as long as the programs are continued. In the event that there are more of these persons than positions available in the programs, seniority shall prevail in determining assignment. These individuals shall be offered all additional hours in the program as they are made available. No Pre-K teacher shall be eligible for any insurance benefits and any Pre-K hours worked shall not be counted in determining eligibility for insurance benefits for those teaching in other positions in Community Education.
3. Starting with the 91-92 school year, the existing "At Risk" program instructors will be added with 1990-91 full credit to the K-12 seniority. The "At Risk" instructors will reserve the right to replace existing non-bargaining unit Pre-K instructors if state funding is eliminated for the "At Risk" program.

C. NEW POSITION

The Board agrees that when it creates a new position the Association will be notified of the unit affiliation of the position.

D. EXCLUSIVE AND SOLE BARGAINING AGENT

The Board agrees not to negotiate with any teachers' organization other than the Association, with regard to the teachers covered by this contract, for the duration of this Agreement.

E. SUBCONTRACTING

1. TEACHER WORK

The Board agrees that work historically performed only by teachers in the bargaining unit shall not be contracted to other persons. Prior to the utilization of an administrator on a part-time basis in a bargaining unit position: a) Any certified and qualified teacher who is under utilized (i.e. does not have a full schedule of classes) will receive the assignment first. b) Next, a bargaining unit member who is certified and qualified on layoff status will be offered the class or classes.

2. ELIMINATION OF POSITIONS/ADMINISTRATORS WORKING

This provision shall not be construed to prohibit the elimination of any bargaining unit position by the Board and the transfer of some residual duties to qualified administrators where it has no substantial impact on the traditional work available to the bargaining unit. It is expressly understood that administrators may perform traditional bargaining unit work only to the extent that bargaining unit positions (including extra-duty positions) are not reduced or eliminated as a result. No teacher shall be required to perform work which has been reserved exclusively to other bargaining units, except in emergencies, to prevent the disruption of instruction to students or to preserve the health, safety and welfare of students, parents and/or professional colleagues.

F. ANNEXATION

In the event that this District shall annex one or more districts, the Board will continue recognition of the Association and the employment of its members consistent with the terms of this Agreement to the extent permitted by law.

In the event the Board annexes another District, the parties recognize that the Master Agreement shall continue in full force and effect, to the extent permitted by law, unless otherwise mutually agreed to by the parties.

ARTICLE II

BOARD RIGHTS

A. RETAIN POWERS

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

To the executive management and administrative control of the school system and its employees, properties and facilities.

To hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

B. LIMIT EMPLOYER OF RIGHTS

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

ASSOCIATION RIGHTS

A. NON-DISCRIMINATION

Pursuant to Michigan Statutes, the Board hereby agrees that every teacher shall have the right to organize, join and support the Association as long as the teacher's activities do not infringe upon the teacher's classroom assignment. The Board agrees that it will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours wages or any terms and conditions of employment by

reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. NOTIFICATION OF CONTRACT CHANGES

The Board shall notify the President of the Association of a pending change or adjustment in an individual teacher's contract, if said change or adjustment results from the establishment of a new position, or the reassignment of a teacher, or an extension of the same services previously contracted, or other changes which would represent a departure from the usual procedures which would produce contract change. During the summer recess, the President of the Association shall advise the Superintendent as to which officer of the Association reports are to be made if the President is not immediately available to furnish a prompt reply.

C. BOARD PROVIDING INFORMATION

The Board agrees to furnish the Association with six (6) copies of the Agenda and the Minutes of all Board meetings. The Board also agrees to make available at the Board meetings or through the Business Manager, upon the presentation of a personal request, two (2) copies of the treasurer's report given to the members of the Board at their meeting. Upon written request, the Board agrees to furnish all information which concerns the financial resources of the District, tentative budgetary requirements and allocation and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs in behalf of the teachers and their students. (The Board agrees to furnish information which may be necessary for the Association to process any grievance or complaint.) All school district personnel policies or any changes in said policies shall be distributed to all teachers within sixty (60) days of the commencement of this contract or upon employment.

D. MILLAGE OR BOND ISSUES

The Board agrees to advise the Association before any announcement is made concerning any millage or bond issue to be presented to the voters of the school district.

E. CONSTRUCTION

The Board agrees to report to the Association information on all proposed construction including location, size, tentative floor plan, etc. Such information shall be reported before the finalization of plans.

In Community Education, any proposed major construction shall be discussed with the individual teacher(s); to the extent possible within time constraints, the Association shall be notified of all such plans.

F. STUDENT FUND RAISING

All sales within the district by student groups that involve a house to house canvass must first have the approval of the Superintendent. The Association shall be notified of any approved sale. Only those teachers within a building that have given their prior written approval shall be involved in a sale.

G. PRIVATE PHONES FOR ASSOCIATION

The Association shall have the right to install private telephones for the use of their officers, provided, that the Superintendent has approved such installation, and, provided, that the cost of installation and monthly maintenance is borne by the Association. Telephones are to bear a listing of the Wyoming Education Association with the address of the building location.

H. ASSOCIATION USE OF BUILDINGS

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times that a building is available and there is a custodian on duty.

I. ASSOCIATION USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment including typewriters and duplicating equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incidental to its operation.

J. ADVISEMENT OF ISSUES BY BOARD

The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District.

K. DESIGNATED BULLETIN BOARD

The Association and its members shall have the right to use the school building facilities at all reasonable hours outside the school day upon prior written request submitted to the Superintendent and approved by him. A designated bulletin board in an established teacher rest area (or lounge) shall be made available to the Association and its members. Other established media for communication in the school district will be made available to the Association.

L. FINANCIAL INFORMATION

The Board agrees to make available to the Association, through the Superintendent in response to written requests all available financial information in the form maintained by the Board and available to the constituents of the school district.

M. COMMUNICATION BETWEEN BOARD AND ASSOCIATION

Any communications from the Association to the Board shall be forwarded by its duly authorized officers, or its designated representative, to the Superintendent. Conversely, any communications from the Board will be transmitted by the Superintendent or his designated representative to the President of the Association.

N. RELEASED TIME

A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. Any negotiations or arbitration requested by the Board which will involve the teacher during the school day, will be released from their regular duties without loss of pay.

A teacher shall, providing a qualified substitute teacher is available, be released from regular duties without loss of salary for the purpose of participating in District, Regional, State or National meetings of the Michigan Education Association, or National Education Association. Such leave shall not exceed eight (8) days per year for any one teacher, and shall not be used for more than two (2) consecutive days.

The Association is entitled to use thirty-five (35) days per year. Teachers released under this provision shall not be charged with leave days against their individual accumulations. Upon written request from the Association, the Association President shall be granted released time with full salary and benefits, provided the Association shall reimburse the Board for the full cost of such salary and benefits prorated to the actual amount of released time. Upon completion of the released time the teacher shall be returned to the position previously held if it still exists and if it is otherwise consistent with the assignment and/or reduction in personnel provisions of this Agreement.

O. AGENCY SHOP

1. CONDITION OF EMPLOYMENT

All teachers shall sign and deliver to the Board of Education an assignment authorizing deduction of membership dues and assessments of the Association including the National and Michigan Education Associations. Upon employment, teachers shall be given a copy of the form authorizing check off for Association dues within thirty (30) days of said employment. Any teacher who is not a member of the Association in good standing within thirty (30) days from the date of commencement of teaching duties shall pay as a fee to the Association, an amount as determined by the Association, payable to the Association, the NEA and MEA or if for reasons of conscience, any teacher does not choose to pay the annual dues and assessments of the Association, said teacher shall forward to the President of the Association, an appeal, in writing, setting forth the reasons to be exempted from paying the dues and assessments but with the understanding and agreement that he/she must contribute an equal amount or less as determined by the Association, under the following options:

- a. The amount may be contributed to the WEA Scholarship Fund.
- b. The contribution must be made within sixty (60) days of the commencement of teaching.
- c. Any teacher choosing to pay a fee to the Association in lieu of membership shall make the total payment within sixty (60) days of the commencement of teaching.
- d. In the event the dues and assessments shall not be paid, the Board upon receiving a signed statement from the Association indicating a teacher has failed to comply with the conditions, shall immediately begin, involuntary payroll deduction of such dues and assessments to the amount established by the Association.

2. CASH PAYMENT

Those wishing to pay their dues in cash shall do so by November 1st. The payment should be made directly to the Association.

3. SAVE HARMLESS

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Section of the collective agreement. The Association further agrees to indemnify and save the Board harmless from any damages or costs including unemployment compensation benefits which may be incurred by the Board as the result of any action taken by the Board to implement this Section, subject however, to the following conditions:

- a. The damages or costs have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the defense which may be asserted against the Board in any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

ARTICLE IV

TEACHER RIGHTS AND PROTECTION

A. RIGHTS UNDER MICHIGAN LAW

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to the teacher hereunder shall be deemed to be in addition to those provided by law.

B. WEARING IDENTIFICATION OF MEMBERSHIP

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

C. RIGHTS OF CITIZENSHIP

1. RIGHTS SPECIFIED

Notwithstanding their employment, 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 the 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.

2. LIMITATIONS ON PERSONAL AND PRIVATE LIFE

However, if in the opinion of the Administration the teacher conducts him/herself in his/her private or personal life in such a manner that his/her conduct adversely affects his/her relationship to students or the discharge of his/her duties the Administrator shall first discuss such conduct with the teacher and if such conduct continues the Administrator and the Association shall jointly meet with the teacher to discuss such conduct and its adverse effect.

D. BOARD SUPPORT FOR STUDENTS WITH SPECIAL NEEDS

Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing in support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teacher with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of the custodian for emotionally disturbed students nor be charged with the responsibility of psychotherapy. When it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils after determination of particular status and needs of the student.

E. TEACHER ASSAULT BY STUDENT

Any case of assault upon a teacher, while in the performance of his/her duties, or as an outgrowth of his/her duties, shall be promptly reported to the Superintendent, or his designated representative. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. LEGAL ASSISTANCE TO TEACHER FOR INJURY TO PERSON OR DAMAGE TO PROPERTY

In the event civil action is sought as a remedy as the result of an assault upon the teacher, while in the performance of his/her duties, or as an outgrowth of his/her duties, the Board of Education shall render all reasonable legal assistance to the teacher in seeking a judgment for injury to person or damage to property.

G. ASSISTANCE TO TEACHER IN COMPLAINTS OR SUITS

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against the student, in performance of the teacher's duties, the Board shall provide legal counsel. The Board shall render necessary assistance to the teacher in his/her defense, provided the teacher is not in violation of Article VII, Section N.

H. REASONABLE LEGAL ASSISTANCE

Reasonable legal assistance shall be interpreted as providing legal consultation to protect the teacher in his/her rights. Said consultation shall not mean the actual filing, processing, or a Board provided lawyer's presence at a suit or trial. It shall mean the right to discuss with said Board provided lawyer all facets of the situation and be provided with legal recommendations.

I. PAYMENT FOR TIME LOST

The Board reserves the right to pay the teacher for time lost on a case by case basis in connection with any incident in this Article.

J. COMPLAINTS

Any written complaint directed toward a teacher shall be promptly called to the teacher's attention through appropriate channels. The teacher shall also be informed of any oral complaint which may result in action by the Board.

K. REASONABLE CARE

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

L. TEACHER FILES

The teacher should review and sign all materials that are to be included in their personnel file. Such signing does not necessarily indicate agreement. He/she may submit a written statement in regard to such materials for inclusion in the personnel file. The teacher may request removal of any written reprimand, or record of oral reprimand, which is more than three (3) years old. The removal of such records is conditional upon the approval of the Assistant Superintendent for Personnel and upon there having been no further problems in a similar area.

M. SMOKE FREE ENVIRONMENT

1. The Board of Education shall maintain a smoke free environment in accordance with state law.
2. Penalties for violation of this policy shall be limited to an oral or written reprimand during the first year of this policy's existence. If no subsequent violation occurs within one year of a written reprimand, the reprimand shall be purged from the employee's file. Habitual offenders will be subject to progressive discipline procedures and practices up to and including demotion.
3. The Board of Education will fund up to two general smoking cessation programs during the first two years of this policy.
4. Additional resources may be available through the Wellness Program.

ARTICLE V

QUALIFICATIONS, VACANCIES, TRANSFERS AND REDUCTION OF STAFF

A. CERTIFICATION

The Board and the Association agree that students are entitled to be taught by teachers who are professionally competent. The Board will employ only those teachers who meet certification requirements as determined by the Michigan Department of Education. Priority will be

given to the employment of those applicants who possess the qualifications for full-time certification as established by the Michigan Department of Education.

B. AREA OF ASSIGNMENT

Teachers should not be assigned outside the scopes of their teaching certificate or their major or minor field of study, except temporarily and for good cause.

C. RECRUITMENT

Teachers shall be recruited, screened and appointed without regard to race, creed, color or national origin. The provisions and spirit of the Michigan Fair Employment Practice Act shall be administered by the Superintendent and those designated by him who are engaged in the employment process.

D. ABILITY TO WORK

Teachers shall possess and maintain sufficient good health (physical and mental) to adequately perform their respective duties. In cases where the Administrator believes a teacher's physical or mental condition has caused inadequate performance in the classroom, the teacher may be requested by the Superintendent, or his designated representative, to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to acknowledge the request may be adequate cause for indefinite suspension and forfeiture of salary and leave benefits.

E. RETIREMENT/EMPLOYMENT

1. Retired teachers under the age of seventy (70) years shall be given an opportunity, at the employer's discretion, to work in various part-time capacities (less than 50%) after regular bargaining unit members have been given such opportunity and prior to hiring new employees. Seniority and accompanying bumping rights will not be accrued in these positions. These positions are exclusive of fringe benefits and pay shall be at the discretion of the employer within the contractual agreement.

F. NOTIFICATION AND POSTING OF VACANCIES AND NEW POSITIONS

The Assistant Superintendent will notify all teachers of pending staff vacancies and new positions. This will be implemented by posting in each building and with copies sent to Association building representatives. This information will be forthcoming for each building, and interested persons have ten (10) days to apply. In Community Education the sequential continuation of a new class need not be posted in subsequent semesters.

G. ADDITIONAL PUBLICITY

There will be additional publicity from time to time as vacancies or new positions are filled, or new openings occur.

H. WRITTEN APPLICATION

Any teacher may submit in writing a request to fill any posted vacancies or positions. Said request shall be placed on file with the Assistant Superintendent or the Director of Community Education.

I. DATE OF APPLICATION

Applications submitted shall be considered according to the earliest calendar date received, subject to qualifications of the applicant.

J. TRANSFER OF TEACHERS BETWEEN BUILDINGS

1. PURPOSE

With the knowledge that maximum results can be obtained in the instructional program by the most judicious assignment of teaching personnel the Board will facilitate the assignment process by providing for the transfer of teachers between buildings.

2. REQUEST PROCEDURE

Personnel desiring to transfer to another building shall submit a written request to the Superintendent or his/her designated representative, indicating the building to which the teacher desires transfer. Routine transfer requests will be acted upon commencing June 1st of each year, and will be acted upon within the times designated as follows:

- a. Subsequent to the submittal of the letter of request to the Superintendent, or his designated representative, conferences will be arranged with the principals concerned.
- b. The principals concerned shall submit within five (5) days of the arranged conference a written statement recommending release, or acceptance, as the case may be, to the Superintendent, or his designated representative.
- c. The teacher shall receive notification of the decision of the Superintendent, or his designated representative, within fifteen (15) days after the receipt of the principal's recommendation of release and/or acceptance.

3. DETERMINATION

The superintendent shall make the final disposition concerning all transfers.

K. INVOLUNTARY TRANSFER

Whenever involuntary transfers are required and volunteers are unavailable, the teacher being transferred will be notified as soon as possible but normally with not less than seven (7) calendar days notice and upon request, will be provided an interview with the Assistant Superintendent to explain the necessity. The teacher may be accompanied by an Association representative. Except for just cause, the teacher with least district wide seniority who is certified and qualified shall be the one transferred. In the absence of one years previous experience, involuntary transfers made on the elementary level shall be limited to lower elementary transfers (K through 2nd grade) and upper elementary transfers (3rd through 5th grade).

L. REDUCTION OF PERSONNEL

1. NECESSARY REDUCTION OF PERSONNEL

The Board, realizing that education, curriculum and staff to a large degree depend upon the financial resources available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available.

2. BOARD'S AUTHORITY

It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the education program and curriculum when economic necessity dictates.

3. TEACHER'S RIGHTS

In the event of a reduction in personnel, the Board shall retain teachers with the greatest seniority provided they are certified and qualified.

a. "CERTIFIED" DEFINED

Certified is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels.

b. "QUALIFIED" DEFINED

(1) For positions at the Secondary (9-12) level, the teacher must possess academic preparation so as to be in compliance with the North Central accreditation standards listed in Appendix E in the subject areas to be taught. If the teacher has eighteen (18) hours or more toward compliance, the teacher shall be allowed a one (1) calendar year grace period within which to acquire the necessary academic preparation to comply with the accreditation standards. Proof of compliance with accreditation standards must be filed with the school district as soon as possible prior to the end of the grace period. If, after the completion of the one year grace period, the teacher has not completed the necessary work for compliance, the layoff notice period shall be waived.

(2) MIDDLE SCHOOL

(a) For positions at the seventh and eighth grade levels in Social Studies, Language Arts, Math or Science, the teacher must possess at least eighteen (18) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in Wyoming Public Schools in the subject area to be taught or elementary certification extending to subjects at the seventh and eighth grades with at least two (2) years of elementary teaching experience in the Wyoming Public Schools in the elementary grades.

(b) For all other positions at the middle school levels specific certification in the subject to be taught is required.

(c) If the teacher has twelve (12) semester hours toward compliance with the eighteen hour requirements but is not in full compliance, the teacher shall be allowed a one (1) calendar year grace period within which to acquire the necessary academic preparation to comply with the accreditation standards. Proof of compliance with the accreditation standards must be filed with the school district as soon as possible prior to the end of the grace period.

- (d) If, at the completion of the one year grace period, the teacher has not completed the necessary work for compliance, the layoff notice period shall be waived.
- (e) Teachers who have previous teaching experience in the Wyoming Public Schools in subject areas in the seventh and eighth grade levels prior to September 1, 1982, shall be deemed qualified in these subject areas notwithstanding the other provisions of this section.
- (f) All teachers hired after 9/1/93 to teach in the middle school must possess appropriate certification.

(3) **ELEMENTARY**

For positions at the elementary levels, teachers must possess elementary certifications, except for positions in special teaching areas such as Music, Art, and Physical Education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid programs.

(4) **COMMUNITY EDUCATION**

For Community Education positions teachers must possess the following:

- (a) A valid secondary certificate for high school completion classes. Current Job Club teachers with elementary certification will be allowed to continue in that program.
- (b) A valid elementary certificate for ESL/ABE and Adult Foster Care programs.

4. **CHANGES IN CERTIFICATION REQUIREMENTS**

If the state rules for existing certification requirements change, then the above certification requirements may change.

5. **BOARD TO DETERMINE QUALIFICATIONS**

The Board shall have the authority to determine qualifications. Such qualifications shall be established prior to the hiring or transfer of staff into the positions and they shall be clearly stated on position descriptions and/or vacancy notices. Said qualifications shall not be capricious or arbitrary.

6. **SENIORITY**

a. **SENIORITY DEFINED**

Seniority is defined as length of continuous service in the Wyoming Public Schools in a bargaining unit position from the last date of hire by the Board. (The date used for last date of hire shall be the first compensated day in his/her position or the date on which employment was acted upon by the Board, whichever comes first.)

b. **LEAVES OF ABSENCE**

Leaves of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service.

c. **OUTSIDE CREDIT**

Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

d. **ADMINISTRATIVE EXPERIENCE**

Teachers who return to the bargaining unit after having served in an administrative capacity shall retain all previously accumulated seniority as a teacher in the bargaining unit. With the exception of existing administrators, this right shall be limited to two (2) years from the date any teacher becomes an administrator.

e. **HALF TIME SERVICE**

Half time teachers who also have had half time administrative duties shall be granted a half year's seniority credit for every year employed under said circumstances.

f. **SENIORITY LISTS/ACCRUAL**

(1) **TWO LISTS**

There shall be two (2) separate seniority lists: one for day school (K-12) and one for Community Education. Teachers who have taught in one program and later teach in the other shall appear on both lists, but they shall retain only the seniority they have earned in each individual program.

(2) **K-12 ACCRUAL**

All teachers in the K-12 program shall accumulate seniority on a full-time basis regardless of hours worked.

(3) COMMUNITY EDUCATION ACCRUAL

Community Education seniority is defined as the length of continuous service in Wyoming Community Education in a teaching capacity from the last date of hire by the employer. One (1) year of seniority will be granted to all teachers who teach 600 or more hours during a school year. One-half (½) year of seniority will be granted to all teachers who teach less than 600 hours during a school year. Seniority is only granted to bargaining unit members.

(4) COMMUNITY EDUCATION/K-12 SENIORITY ACCRUAL

Community Education teachers who have successfully completed one (1) or more years in the K-12 program on a full-time basis may receive full seniority credit on the K-12 seniority list for their time in Community Education. For this section only, one (1) year shall be defined as having received a satisfactory evaluation i.e., April. The absence of an evaluation is deemed satisfactory performance. To qualify for the credit, the teacher must be currently working in the K-12 program and must declare his/her desire to be on the K-12 seniority list in writing to the Assistant Superintendent in Charge of Personnel between April 1 and May 15 of any given year. Teachers selecting the K-12 seniority list shall have their names removed from the Community Education list.

g. TIES IN SENIORITY DATE

Ties in seniority ranking on the respective lists shall first be broken by ranking the tied teachers in order of greatest seniority in all district programs (K-12 and Community Education). In the event that teachers are still tied, the remaining ties shall be broken by ranking the tied teachers in order of the highest four digit numbers determined by the last four digits of their social security numbers.

M. LAYOFF NOTICE

No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of the said layoff at least sixty (60) days prior to the commencement of the semester.

N. RECALL AND HIRING

1. RECALL PROCEDURE

Teachers on layoff shall be recalled in order of greatest seniority to the next available position for which they are certified and qualified as defined in Article V, Section L.3. above. Laid off teachers who earn a new area of certification subsequent to their layoff shall be eligible for recall in the area of new certification only when a position becomes open and available for recall without causing another teacher to be laid off.

2. PART TIME RECALL RIGHTS

Part-time bargaining unit members who make application to the Assistant Superintendent in writing prior to March 15 of any calendar year to expand their hours shall receive any available position for which they are certified and qualified prior to the recall of any laid-off teacher.

3. NO NEW TEACHERS HIRED

No new teacher shall be hired in a position for which there is a teacher awaiting recall who is certified and qualified as defined in Article V, Section L.3. above.

O. INTERVIEWS TO KCEA/MEA/NEA MEMBERS

Laid off KCEA/MEA/NEA teachers shall be granted an interview for a teaching vacancy subject to the following conditions:

1. All certified and qualified Wyoming Teachers shall be placed and/or recalled prior to the employment of teachers outside the district.
2. An application must be received by the Personnel Office within seven (7) calendar days of the notice of vacancy provided to the KCEA.
3. Said teacher agrees to interview at a time specified by the Personnel Officer.

P. FURNISHING A SENIORITY LIST

1. LIST REQUIREMENTS

The Board shall furnish to the Association a personnel list enumerating the seniority, certification, majors and minors, and all reported hours of all teachers prior and pursuant to any reduction in personnel as defined in this Article. The Board shall furnish said list to the Association and to all building representatives by February 1 of each year.

2. LIST CORRECTIONS

The Association and all teachers shall have thirty (30) calendar days to correct any errors or note any objections to said list. The Board shall publish to the Association and all teachers a corrected and complete seniority list by June 30 of each year.

Q. REPORTING CHANGES IN QUALIFICATIONS OR CERTIFICATION

All bargaining unit members, to receive credit for the purposes of being qualified (as defined in Article V, Section L.3.) must report all credit hours, majors, and minors, and certifications received prior to February 1983, no later than June 1, 1983. Failure to report hours (12 semester hours or more) or certifications by the deadline shall forfeit the right to claim hours or certifications at any later date. Thereafter, each year all bargaining unit members must report between April 1 and May 15 all new credit hours or certifications received. Failure to report said hours or certification by the deadline shall forfeit the right to claim said hours or certification at any later date.

R. FILLING TEACHING LOADS IN COMMUNITY EDUCATION

1. TEACHING STANDARD PRINCIPLES

- a. Teachers with three or more years in community education will receive 100% of their teaching standard.
- b. Teachers with two or more years in community education will receive 75% of their teaching standard.
- c. Teachers with one or more years in community education will receive 50% of their teaching standard.
- d. Teachers with less than one year will not have a teaching standard.

2. TEACHING STANDARD DEFINITION

- a. For the 1993-94 year a teachers standard will remain the same as their 1992-93 standard.
- b. For the 1994-95 year all teachers will have a new standard based upon a three year average of their teaching hours. This average will use the 1991-92, 1992-93, and the 1993-94 years to calculate the average.
- c. For the 1995-96 year all standards will remain the same as the 1994-95 standard.

3. "BUMPING" TO ACHIEVE THE TEACHING STANDARD

- a. Only teachers who are over their standard may be bumped according to the following procedure proposal.
- b. Before the semester - declaring protected hours: The over standard teacher may protect, up to his/her standard, any scheduled classes from being bumped by another teacher. This is done by submitting in writing which hours he/she wishes to protect at least two (2) weeks after they are notified of their schedule. Failure to declare protected hours will open his/her full scheduled hours to bumping up to and limited to hours over his/her standard. The list of unprotected hours will become available to a teacher only in the event that he/she drops below his/her standard.
- c. During the semester - bumping: Teachers who have lost hours because of low enrollment or program cancellation, may bump into unprotected hours where they are certified and qualified. This will be done at a bidding meeting after classes are cancelled with the most senior teacher having first choice of the unprotected hours, up to his/her standard. This process will continue through the lowest senior teacher.

4. NO EXTRA CLASS IN LAYOFF SITUATIONS

In the event of a reduction in personnel, no teacher may be scheduled to teach more classes than his/her teaching standard. Furthermore, the allowable minimum of bumping into a full-time position is two half-time teachers. Administration will determine teacher assignment in specific class scheduling.

5. REMOVAL OF COMMUNITY EDUCATION TEACHER BY REQUEST OF A PRIVATE AGENCY OR PROGRAM ELIMINATION BY PRIVATE COMPANY OR AGENCY

A teacher may be removed from his/her teacher position if requested by a private agency, where instruction takes place at the agents facility. This move will be at a semester break, except in extenuating circumstances and then only by mutual agreement between the association and the administration. If a program is eliminated by private companies or agencies teacher adjustments may include a reduction of staff with twenty (20) working days notice to the teacher(s) involved. Otherwise layoff of Community Education teachers shall be done according to the general provisions of this Article.

6. COMMUNITY EDUCATION

a. PROGRAM LENGTH

Program length in Community Education shall be determined by the Community Education Administration after consultation with the Association.

b. COMMUNITY EDUCATION CALENDAR

The calendars for the programs shall be negotiated with the representatives of the Association once the program length is established. Calendars shall be published and forwarded to employees as a portion of this agreement.

c. **AGENCY CONTROLLED PROGRAMS**

Programs that are controlled by an agency, such as DSS or Senior Citizens Home or Foster Care Homes, may be adjusted as needed after consultation with the Association with 20 working days notice to the teacher(s) involved. Adjustments may include a reduction of staff if FTE will be reduced or any service eliminated as a result of any action by the above named agencies.

d. **SUMMER HOURS**

No teacher shall be required to perform any services for summer rate as part of, or in addition to their normal contract. However, a teacher and administration may mutually agree to have summer hours count toward his/her teaching standard.

e. **EMPLOYMENT OF UNDER-STANDARD TEACHERS**

The Board may employ an under-standard teacher (one who had previously scheduled classes cancelled) in the summer at his/her regular pay rate.

f. A teacher may request summer work to maintain his/her existing standard.

ARTICLE VI

TEACHING ASSIGNMENTS AND HOURS

A. TERM "NORMAL TEACHING DAY"

1. **K-12 HOURS**

Except in Community Education, the normal teaching day will consist of a 7-1/2 hour day, of which a maximum of 5-1/2 hours in elementary and five (5) hours in secondary school will be spent in teaching or other supervisory duties.

2. **SECONDARY LOAD**

Except for Community Education a normal secondary teaching load, where the class periods are 45 to 60 minutes duration will consist of an assignment of any combination of classes or study halls for five (5) periods, five (5) days per week. The normal or basic assignment assumes the secondary teacher will have daily one (1) period of 45 to 60 minutes or its equivalent for planning.

3. **ELEMENTARY PLANNING TIME**

Each elementary teacher and building principal shall determine at which time of the day the teacher shall use his/her 70 minutes of before and/or after class planning time. However, not less than 30 consecutive minutes of this time shall be before school and shall be free of any building or district meeting, unless a DPT or IEP has been scheduled. Every attempt will be made to schedule not more than one meeting, (DPT/IEP) weekly, in the a.m. per teacher.

a. An additional thirty (30) minutes of planning time per week will be provided by scheduling of class time in the library/media center.

b. When a reduction in force eliminates or reduces a teacher's personal planning time, the building staff, through consensus, will determine what portion of the collaborative planning time will be used for personal planning as per Article 12 F.3.c.

(Note: A committee will be established by 11/1/91 to consider how to better provide for elementary planning time.)

(Note: Each elementary building school improvement team will have reviewed the scheduling of itinerant staff by the opening date of school to enhance scheduling of planning time.)

B. DEPARTURES FROM NORMAL TEACHING DAY

Except for Community Education, the following situations are to be considered departures from the normal teaching load and therefore subject to additional remuneration:

1. **EXTRA CLASS**

Teachers having a six (6) period teaching assignment with the loss of the planning period, shall receive an additional one-sixth (1/6th) of his/her base pay. Any teacher whose assignment involves lengthening by one (1) period the teacher's day beyond the normal work load, even though such assignment would result in the remuneration being one-half (1/2) of the figures above. No "sixth" period may be permanently assigned without prior notification to the WEA when bargaining unit members are on layoff or working reduced schedules. Penalty for an inadvertent sixth hour will be limited to only reinstatement of certified instructor.

2. SPECIAL AREA TEACHING TIME

When teachers of the special areas of Music, Art, Foreign Language, and Physical Education take over an elementary classroom it is understood that the regular classroom teacher will be free to use this time for planning, conferences with parents or other school personnel, however, the classroom teacher's attendance during instruction by teachers of special areas in physical education, vocal music, and art, will be at the professional discretion of the classroom teacher, except at times when a special area teacher is preparing for a special program, and has more than one room at a time. The classroom teacher, shall, if requested by the special teacher, assist the teacher of special areas. Whenever the teachers of these special areas are absent and the classroom teacher must forfeit this planning and conference time, he/she shall be compensated at the hourly rate specified in Article IX, B. Special area teachers shall receive shared, pro rata, overload compensation with the elementary classroom teacher when applicable, with the pro rata amount determined at the beginning of the school year. Fractional parts of an hour shall be prorated. It is the responsibility of each teacher in a special area to notify the person responsible for calling substitute teachers, and to notify the buildings affected, of his/her absence.

C. SUPPLY TEACHERS

Teachers may be temporarily employed as supply teachers at the hourly rate specified in Article IX, B., provided they do not have conflicting assignments for the class periods concerned. Teachers are to be employed in this supply capacity only when it is impossible to secure a regular substitute teacher.

D. CHANGES IN ASSIGNMENT

Teachers who will be affected by a change in assignment will be notified and consulted by their principals prior to contract signing. Such changes will be voluntary to the extent mutual consent is possible. Every effort will be made to avoid reassigning probationary elementary teachers during the school year to a different grade level unless the teacher requests such change. All such teachers considered for re-assignment will be allowed release time for the purpose of visiting the schools where the open position exists, and for which they are qualified by certification and experience.

E. ASSIGNMENTS BEYOND NORMAL TEACHING SCHEDULE

Any assignment in addition to the normal teaching schedule during the regular school year, including Adult Education Courses, Federal Programs, Driver Education, extra duties enumerated in Schedule B and Summer School courses, shall not be obligatory, but shall be made with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

F. COMMUNITY EDUCATION

1. DEFINITIONS OF COMMUNITY EDUCATION TEACHERS

a. TEACHING/PROFESSIONAL DUTIES

For the provisions of this Agreement for Community Education, the following definitions shall apply: "Teaching" or "teaching or other professional duties" shall mean that time spent in actual classroom teaching, face to face contact time, and other normal professional duties for which the teacher is contracted. This does not include preparation time, work and records time, conference time, or in-service time; each of which is specifically referred to in this Agreement.

b. FULL TIME

A full-time community education teacher is defined as a teacher contracted to teach or perform other professional duties for a minimum of 900 hours up to a maximum of 1110 hours per year. No teacher shall be required to teach over 1110 hours per year without additional compensation on a prorated basis (based on the teacher's regular salary) for all additional hour(s) of instruction and other professional duties.

c. ANNUALLY AUTHORIZED TEACHER

Annually Authorized Teachers who have completed four years of successful teaching and are making minimal progress on a planned program to receive certification will be submitted for reauthorization annually according to the state regulations. Continued employment will be based on maintenance of certification and in accordance with the other Community Education Certified Staff.

2. PAID PREPARATION TIME FOR COMMUNITY EDUCATION

For every six (6) hours of teaching and related professional duties, all Community Education teachers shall receive one (1) hour of paid preparation time. It is understood that a portion of the preparation time may be reserved for teacher work time both before and at the end of the semester as arranged with the teacher's supervisor. If preparation time is required before and/or after class time hours, the administration and the individual teacher may arrange flexible preparation hours.

3. IN-SERVICE FOR COMMUNITY EDUCATION

a. Teachers shall be paid at the regular contract rate for in-service. In-service hours will be based on the following:

- (1) First day district-wide orientation - six (6) hours (Three (3) hours for a.m. session and three (3) hours for specific program orientation).
- (2) State Aid Attendance Meeting - three (3) hours.
- (3) If an instructor's assignment conflicts with paragraph 1 or 2 the equivalent in-service hours will be added to the other in-service category.
- (4) Other in-service - eight (8) hours.

b. Additional in-services may be granted with administrative approval. Compensation will be at the base rate.

c. Any time an individual teacher's presence is required at any meeting, conference, training, etc., said teacher shall be compensated at his/her regular rate.

4. MAKE UP OF MISSED DAYS

Community Education instructors required to make up classes as a result of illness or other approved leave will receive both the appropriate leave time compensation and additional compensation at their regular rate.

5. COVERING A CLASS FOR AN ABSENT TEACHER

A teacher, with prior supervisor's permission, covering a class for another instructor and simultaneously teaching will receive in addition to regular compensation one half (1/2) of the instructors regular rate for the appropriate class time.

G. GRADE/CLASS ASSIGNMENTS

1. ELEMENTARY

Elementary staffs will meet at the end of each school year to recommend grade/class assignments for the following year. The principal shall provide the staff with predicted enrollment numbers and, in cooperation with them, devise a staffing plan.

2. SECONDARY

Prior to establishing next year's employee assignment schedule, secondary staffs shall meet by department and determine individual preference for assignment. Departments subsequently shall recommend to the principal which employee will teach specific subjects. The building principal is ultimately responsible for scheduling and assignment of personnel.

H. SCHOOL DAY

Except in community education, the school day shall not start before 7:05 a.m., or extend beyond 4:00 p.m., without professional compensation as specified in Article IX, B.

I. SPECIAL OR UNUSUAL ASSIGNMENTS

1. COMPENSATION

Teachers who have special or unusual assignments as compared with the regular classroom teacher, which assignments may result in an extension of the normal teaching day of 7-1/2 hours as defined in Article VI, H., shall be entitled to compensation in accordance with Article IX, B., for appointments made for the convenience of the administration or parents, which appointments constitute an extension of the normal school day as previously defined.

All community education teachers will be subject to day and/or night assignments as needed. However, it is the intent that deviations of a teacher's current assignment shall not be made unless voluntary or necessary to fill their contracted hours.

J. DUTY FREE LUNCH

All teachers shall be entitled to a thirty (30) minute duty free lunch period during the normal teaching day.

K. DRIVER EDUCATION

Personnel selected to teach Driver Education for the summer program shall be notified of the assignment as close to March 1st, each year, as possible.

L. EXTENDED CONTRACTS

Except for community education, a teacher whose regular teaching assignment for the school year is extended shall be paid 1/185th of his/her salary for each day worked beyond the 185 day, 38 weeks of a teacher's normal contract. Summer programs and after hour school year programs not covered under extra duty pay of Schedule B (with the exception of the Summer Title Program) shall be paid the hourly rate as specified in Article IX, B. The fiscal year will determine the rate of pay.

M. TEACHER CONFERENCES

1. SCHEDULE

It is agreed that reporting pupil progress to parents periodically is a necessary function of the school. The scheduling of parent-teacher conferences, both fall and spring, have been mutually agreed upon by the Administration and the Association, and are incorporated in the school calendar.

2. KINDERGARTEN

Kindergarten teachers will be given up to but not more than double the time granted to teachers in grades 1-6 to conduct parent-teacher conferences. If it should be in the best interest of the students, the building administrator may recommend a substitute teacher be employed in lieu of additional time and/or compensation.

N. ATTENDANCE AT SCHOOL MEETINGS AND FUNCTIONS

The attendance of teachers at P.T.A. or P.T.O. meetings and functions shall be optional. Achievement nights and open house programs shall be limited to four (4) such programs per year. These programs are to be considered a part of the teacher's responsibility and are not to be subject to additional compensation. It is acknowledged that teachers have a strong influence in the community in regards to each child's progress throughout the school year. This influence is enhanced by relationships outside the classroom particularly at school community functions. The attendance of teachers at school community programs and/or activities is desirable.

O. COMMUNITY EDUCATION TEACHERS AND COMMUNITY

Community Education has as its theoretical base the community. It exercises this base through community advisory councils. Therefore, community education instructors are encouraged to use the community and its resources as a laboratory toward fulfillment of course goals and objectives. Instructors are also encouraged to utilize community resource individuals in planning courses, and to develop an employee pool of community members. Additionally, it is hoped that the community education teacher will represent a resource for local agencies, businesses, and other organizations to provide a solid, legitimate foundation for community education.

P. JOB SHARING ARRANGEMENTS MAY BE APPROVED AS FOLLOWS

1. APPLICATION

Two teachers desiring to share a teaching position may make application to the Assistant Superintendent. Such application shall include a written proposal regarding hours of work, job duties, in-service, conferences, and the division of responsibilities. The Assistant Superintendent shall meet with the applicants to discuss their proposal and thereafter make his decision granting or denying the application in writing within twenty (20) calendar days of the meeting.

2. RESTRICTIONS AND WAIVERS

No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive his or her seniority rights for that specific situation. Failure of said teacher(s) or the Association to waive such rights shall nullify the proposed job-share and shall in no way result in adverse effect upon the refusing teacher.

3. COMPENSATION SYSTEM

Should an application for job-sharing be approved, compensation for the teachers involved shall be as follows:

a. SALARY

Salary compensation shall be the pro rata amount (prorated as to the percentage of appointment) at the appropriate step of Schedule C.

b. FRINGE BENEFITS

All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment, except that teachers working on a greater than 50% basis shall receive 100% benefits.

4. STEP ADVANCEMENT

Job-share teachers shall move a full step on Salary Schedule C for each year employed, regardless of the percentage of appointment. Upon return to full-time employment, they shall receive full salary step credit for each year of job-share teaching, as if they had been employed full-time.

5. RETURN TO FULL TIME

Teachers desiring to return to full-time status shall have the right to return to full-time employment at the end of each school year, provided:

a. **NOTICE OF INTENT**

That they provide written notice to the Assistant Superintendent by March 15 of the year preceding their return to full-time employment.

b. **ASSIGNMENT**

That the teacher shall be subject to assignment according to the normal assignment procedures of the Master Contract provided no layoff is required.

26. **SCHEDULE C**

- Top section remains the same.
- Schedule Index remains the same. Rate to be negotiated with Schedule A.
- All longevity steps (step 9 and beyond) will be compensated at a rate of the Schedule C step plus 2.5% of step 9.

Q. **DEVIATIONS**

In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of any deviation, the matter may be processed through Staff Negotiation Procedure as set forth in Article XIV.

ARTICLE VII

TEACHING CONDITIONS

A. **REST ROOM AND LAVATORY FACILITIES**

The Board shall make available in each school, rest room and lavatory facilities exclusively for staff use and one (1) room appropriately furnished which shall be preserved for staff use as a lunchroom and lounge.

B. **TELEPHONE**

Telephone facilities shall be made available to teachers for their reasonable use. This shall not be construed to include toll calls.

C. **VENDING MACHINES**

Vending machines may be installed in the teacher's lounge provided they are maintained by the staff of the building.

D. **ADEQUATE PARKING FACILITIES**

Adequate parking facilities shall be made available to teachers for their own use.

E. **EQUAL OPPORTUNITY FACILITIES**

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunities to all pupils.

F. **EQUIPMENT AND MAINTENANCE OF SCHOOL BY BOARD**

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

G. **LUNCH/BREAKFAST SUPERVISION**

The Board shall provide supervisors for elementary students in their activities during the lunch and breakfast period. These supervisors shall be responsible for the students eating lunch and breakfast and during the activity period where the student activities are confined to the school building or are on the playgrounds. If a teacher is used as a supervisor there shall be at least one (1) teacher for every fifty (50)

students who remain at school for the noon period. This responsibility may be offered to non-certified personnel and be offered but not assigned to tenure teachers. It shall not be offered or assigned to non-tenure teachers. If a tenure teacher shall accept the responsibility he/she shall have at least a thirty (30) minute period free from responsibility during the noon period. The salary for this responsibility shall be uniform in all buildings. If the Board wants certified personnel to accept the responsibility the salary should so indicate.

H. TYPING AND DUPLICATING EQUIPMENT

The Board agrees to make available in each school, typing and duplicating equipment to aid teachers in the preparation of instructional material.

I. PLACEMENT OF SPECIAL NEEDS STUDENTS

We recognize that children having special physical, mental and emotional problems may require specialized classroom experience and their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given by the Administration to placing these students where they can function best. To better assure a normal instructional program effort will be made to reduce class size of a regular classroom if such students are placed there.

J. PARAPROFESSIONALS

Recognizing that the use of paraprofessionals is beneficial to the educational process as the teacher can be released from many non-teaching activities to direct more attention to those activities which are related directly to instruction, the Board agrees to employ paraprofessionals, to the degree it is financially feasible. The Board further agrees that these paraprofessionals who are employed to assist teachers and students in the current individualized programs, are integral and essential to the success of that program. To the degree possible the Board will provide for a substitute when a paraprofessional is unavailable for work.

K. EXCLUSIONS FOR COMMUNITY EDUCATION

The conditions of Sections A., B., and H., do not apply to Community Education if not available at the site, but shall be made available at the Adult Education Center.

L. CONTROVERSIAL ISSUES

1. FREE DISCUSSION

Controversial issues: Training for effective citizenship in a democracy is accepted as one of the major purposes of the Wyoming Public Schools. The instructional program established to achieve this purpose demands free discussion of issues including discussion of those issues that may be considered controversial. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and the free access to information are among our most cherished American traditions. For the Wyoming Public Schools the policy on controversial issues is defined in terms of the rights of pupils rather than in the terms of the rights of teachers. In the study of controversial issues in our schools the pupil has four (4) right to be recognized:

2. PUPIL RIGHTS

- a. The right to study any controversial issue which has political, economic, or social significance and concerning which, at the student's level of maturity, he/she should begin to have an opinion.
- b. The right to have free access to all relevant information, particularly those materials that circulate freely in the community.
- c. The right to receive competent instruction and an atmosphere free from bias, prejudice, and external pressures.
- d. The right to form and express his/her own opinions on controversial issues without thereby jeopardizing his/her relations with his/her teachers or the school.

3. TEACHER NEUTRALITY

The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The teacher should approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using his/her classroom privileges and prestige to promote a partisan point of view.

Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and, so far as possible, only teachers of broad experience and superior ability are to be assigned subjects in which a large body of the material involves controversy.

M. LIST OF SUBSTITUTES

The Board shall maintain a list of substitutes to meet the normal historical requirements of teacher absences throughout the year, recognizing that the Board has no control over the availability of substitutes on any given day.

N. STUDENT CONDUCT

1. PROCEDURE FOR STUDENT MISCONDUCT

It is axiomatic that the best learning takes place in the best learning situation. The best learning situation is found where the teacher, student and parent are working cooperatively. This condition is augmented by a physical environment that is pleasant, neat and clean and in harmony with the general learning situation. All students are expected to show appropriate respect to the teacher and in like manner the school and all teachers are expected to deal with their students in a manner that is wholly professional. In the event of student misconduct or nonconformance with school rules, a conference will be held with the parents of the student and evaluation summaries of the conference filed with the student's record. Persistent student misconduct or persistent nonconformance with school rules constitutes sufficient reason for the Superintendent to recommend to the Board that the student be expelled.

2. SELF-DEFENSE

In cases of self-defense, the teacher has a right to defend him/herself. For further clarification see Board policy #5131.1.

O. ACCESS PRIVILEGES TO BUILDINGS

A teacher upon written request to his/her principal or Community Education Supervisor may be granted a key for gaining admittance into his/her assigned building at a specified date, other than during the school day. A teacher granted admittance in accordance with this plan shall be responsible for signing in and out of the building, stipulating (1) time of admittance, (2) rooms entered, and (3) time of departure. A teacher failing to comply with the provisions of this Section shall immediately forfeit his/her access privileges. The admittance to buildings on Sunday is generally discouraged.

P. LEAVING BUILDING DURING NORMAL SCHOOL DAY

1. PERMISSION

The Board hereby recognizes the desirability and right of a principal or community education supervisor to grant permission to an individual teacher to leave his/her assigned building during the teacher's normal school day subject to the following guidelines:

2. GUIDELINES

- a. Permission may be given only during time in which the teacher is not responsible for students.
- b. Permission may be given so that teachers may keep doctor or dental appointments after the teacher's last class.
- c. Permission may be given so that teachers may attend class or professional meetings.
- d. Permission may be given in case of personal emergency.

ARTICLE VIII

CLASS SIZE

A. STANDARDS

Recognizing that the size of the class to be taught by the teacher is an important component in establishing a classroom environment that is conducive for teaching and learning, at no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students, the parties agree to abide by the standards hereinafter set forth:

1. ELEMENTARY

a. ELEMENTARY STANDARDS

Grade Level	Class Size
Early Childhood (Kindergarten)	22 Students per Class
1st Grade	22 Students per Class
2nd Grade	23 Students per Class
3rd Grade	24 Students per Class
4th Grade	25 Students per Class
5th Grade	26 Students per Class

b. OVERLOAD COMPENSATION/RELIEF/SPLIT GRADE

- (1) When these class standards are exceeded by more than two (2) additional students, the teacher of the class shall be compensated for each additional student assigned beyond those two (2) at the rate of 12.5 percent of the hourly rate per student per attendance day up to three (3) more additional students beyond the initial two (2). Thereafter, should additional excess student membership be assigned, the teacher of the class shall be compensated at the rate of 18.75 percent of the hourly rate per student assigned per attendance day for each additional student beyond the initial five (5).
- (2) If the class is a departmentalized elementary class and the class size standard is exceeded by more than two (2) students, the teacher shall be compensated for each additional student assigned beyond the two (2) at the rate of 3.125 percent of the hourly rate per additional student per block period up to three (3) more additional students beyond the initial two (2). Thereafter, should additional excess student membership be assigned, the teacher shall be compensated at the rate of 4.6875 percent of the hourly rate per student assigned per block period for each additional student beyond the five (5). The first block of time shall be the period from commencement of school in the a.m. until the normal recess time; the second block of time shall be from the a.m. recess until noon; the third block of time shall be from commencement of the p.m. session until the normal recess period; the fourth block of time shall be from the recess period until the end of the p.m. session. Deviations from these blocks of time may be worked out on a building level by those teachers affected, and if consensus is reached, overload reimbursement may be made to accommodate a different schedule. It is recognized by the parties that reimbursement shall not exceed the current overload rate per day.
- (3) Instead of paying the teacher additional compensation for excess student membership, at the discretion of the Board the teacher may be assigned teacher paraprofessional assistance of at least 1/4 time for each two (2) excess students otherwise requiring additional compensation. When a teacher is assigned excess student membership which requires additional compensation, the teacher upon request shall be consulted to discuss the classroom conditions and possible alternatives to relieve the excess condition. The final decision on assignment of students is retained by the Board.
- (4) Split grade classes may be organized by scheduling students from two consecutive grades in grades 1-5. First/second split grade classes are not to exceed twenty (20) students. Second/third split grade classes are not to exceed twenty-one (21) students. Third/fourth and fourth/fifth split grade classes are not to exceed twenty-two (22) students.

2. SECONDARY

a. SECONDARY STANDARDS

Subject	Class Size
English	23
Composition Classes	20
Social Studies	25
Mathematics	25
Science	25
Language	25
Business	25
Typing	25
Industrial Arts	20
Drafting	24
Vocational Shops	14
Homemaking	25
Art	25
Physical Education	30
Health	25
General Education	25
Developmental	16
Vocal Music	Unlimited
Instrumental Music	Unlimited
Study Hall	Unlimited

b. OVERLOAD COMPENSATION

When these standards are exceeded by more than three (3) students, the teacher shall be compensated for each additional student assigned beyond those three (3) at the rate of 2.5 percent of the hourly rate per additional student per class period up to two (2) more additional students. Thereafter, should additional excess student membership be assigned, the teacher shall be compensated at the rate of 3.75 percent of the hourly rate per student assigned per class period for each additional student beyond the initial five (5).

3. SPECIAL EDUCATION STANDARDS/STUDENT SERVICES

Legally established special education standards shall be observed except where deviations have been granted. Social workers case loads shall not exceed sixty (60) students. Current contract language for elementary and secondary overload relief shall apply when deviations have been granted.

B. MAINSTREAMED SPECIAL EDUCATION STUDENTS

1. A mainstreamed special education student shall be counted as 1.5 in the calculation of class sizes for the purpose of complying with the terms of this article. The number shall be prorated for the time the mainstreamed special education student is in the class when assigned for less than a full class. A written plan of accommodation and adaptation shall be developed at the IEP or within (10) ten student contact days. All appropriate personnel shall assist in this plan, i.e. general education teacher(s) special education teacher(s), social worker(s) and psychologist(s). This plan must be filed within the time specified for weighing to take effect.

2. Moderately and severely handicapped students (as defined by the State of Michigan) will be counted as 2.5 in the calculation of class size when not accompanied by a health care or L.R.E. paraprofessional in general education. Those students receiving full-time support in general education will count as a general education student. The L.R.E. paraprofessional will assist the general education teacher.

3. CLASS SIZE - ELEMENTARY

a. To promote LRE as mandated by the Federal and State Governments, all qualified elementary special education students shall start their day in a regular education classroom except as designated by the Individual Education Plan (IEP).

b. Special education students spending three or more hours in their assigned general education classroom will appear on the general education list and count as one full-time student.

c. Special education students spending one hour for instruction (or major portion thereof), shall be counted for class size purposes as provided for in Article VIII, B., 1. Opening classroom activities shall not count toward class size. The total number of students at the start of the day shall not exceed a manageable number as determined by the classroom teacher and principal.

d. Students added during the semester will be counted as per Article VIII, B., 1 & 2.

4. CLASS SIZE - SECONDARY

When special education students are placed in general education classrooms as determined by the IEP, provisions in Article VIII, B., 1 & 2 shall apply.

5. TEAM TEACHING - ELEMENTARY AND SECONDARY

To promote voluntary team teaching between general education teachers and special education teachers, the established class size standards (excluding the swing numbers or fudge factor) in Article VIII, will not be exceeded for general education students. The number of special education students shall not exceed the State rules and regulations. Every effort will be made to keep the class size below the stated numbers.

a. Should an overload occur (established general education standard, no swing number plus special education students, State mandated), the overload compensation shall be determined by Article VIII and be split between the general education teacher and the special education teacher.

b. Both the general education teacher and the special education teacher will be responsible for classroom management, i.e. lesson plans, discipline, class instruction, etc.

C. TEACHER INPUT

A building principal shall have consultation with the building faculty members to allow teacher input prior to making his/her final decision for a building student grouping plan.

D. REIMBURSEMENT

Reimbursement for excess membership under the terms of this article shall be made not later than the second pay period after the end of each semester. The excess membership count shall be confirmed on the first school day of the third week of school and payment shall be made for any excess student membership confirmed on that day back to the beginning of the school year. The time from the opening of school until the third week shall be a period for building principals to confer with teachers and make class or room adjustments.

E. COMMUNITY EDUCATION CLASS SIZES/CANCELLATION

Only the terms of this section are applicable to Community Education classes. Determinations of when Community Education classes will be canceled or allowed to continue shall be made according to the following criteria:

1. **DEFINITION**

The following definitions are necessary to provide clarification and consistent application of contract procedure.

- a. The minimum student numbers refer to enrollees eligible for State Aid. No student will be counted for more than one (1) FTE. Administration will determine specific programs to receive credit based first on individual students attendance; secondly, center of original enrollment; and thirdly on teachers seniority.
- b. Attendance is defined as physical presence occurring during a count week in a specific class. When attendance is not sequential the staff member must maintain written documentation for all absence verifying active enrollment to receive credit toward minimal number of FTE students required.
- c. A class is subject to cancellation if the number of students in attendance drops to less than three (3) during the semester.

2. **HIGH SCHOOL COMPLETION CLASSES**

The following applies to high school completion classes not covered by other contract language.

- a. An instructor will be compensated at the base rate for two (2) hours per class (maximum 10) for contacting enrolled students from the class list prior to the start of classes. Administration reserves the right to require appropriate documentation.
- b. At the end of the first full week any class with at least three (3) in attendance and at least five (5) enrolled will continue to run. Any class not meeting both criteria may be cancelled.
- c. At the conclusion of the second full week of class any class that lowers a teacher's average to below nine (9) students may be cancelled. Computation per class will be based on a combination of attendance and enrollment.
- d. All final class determinations will be made on or before the 20 day rule. In the second semester the number seven (7) replaces nine (9) for average class determination.

3. **CLASS SIZE EXCLUSIONS**

The following programs are not subject to any specific class size language: (ABE/ESL, Job Club, Full-time Technical Programs). The Determination of base staffing levels will be calculated by dividing the number of students actually counted (30 Day Rule Determination) utilizing the following denominators:

Horizons - 20 FTE/Staff Member - (7 Base Staff)

ABE/ESL - 22 FTE/Staff Member - (6 Base Staff)

Job Club - 25 FTE/Staff Member - (6 Base Staff)

Full-time Technical Programs - 30 FTE for 3 sessions

- a. Base staffing is defined as the minimum number of instructors required by program, state requirements or administrative guidelines to provide a quality instructional experience to the students.
- b. No additional part-time instructor will be hired for the Job Club program or ABE/ESL.
- c. Reduction of staff may occur if at the end of the first two (2) weeks of each succeeding designated term, the ratio of state fundable students per teacher is less than 12 to one for all other programs, a staff or staff members may be reduced in total or in part.
- d. Additional full-time staff above base will be hired at 30 ABE/ESL, and 40 for the Job Club Program.

4. **SUBSTITUTES BECOMING INSTRUCTIONAL STAFF MEMBER**

A teacher hired on a sub basis pending fourth Friday count shall be hired as an instructional staff member immediately following the 30 Day Rule. The pay shall be made retroactive to the first scheduled day of employment.

ARTICLE IX

CONTRACTS, COMPENSATION AND BENEFITS

A. CONTRACTS

1. CONTINUING CONTRACT

a. IN CONFORMANCE WITH LAW

All tenure teachers will, in compliance with state law, be considered to be on a continuing contract in this school system.

b. MEMORANDUM TO EACH TEACHER

In lieu of the execution of a contract each year between the Board and a tenure teacher the Board will issue, for the teacher's information and record, a memorandum, which shall recite the following:

- (1) The base salary to be paid in accordance with the salary schedule set forth in Schedule A.
- (2) The appropriate classification and step on the effective salary schedule as provided in Schedule A.
- (3) Individual agreements for teachers shall include assignment and building.

2. AVAILABILITY FOR DUTY

Tenure teachers shall, in compliance with applicable statutes, indicate to the Board or its designated representative, at least sixty (60) days prior to the beginning of school (that is, the first day that tenure teachers are expected to report for duty) if they will not be available for duty. Teachers, realizing a change in their availability of service prior to the sixty (60) days heretofore mentioned, are ethically bound to give prompt notice to the Board or its designated representative.

3. SIXTY DAY NOTICE

The Board of Education shall, in compliance with applicable statutes, indicate to each probationary teacher or to each tenure teacher, as the case may be, at least sixty (60) days prior to the end of the school year whether or not the teacher's services are to be continued for the ensuing school year. The probationary teacher shall, within ten (10) days of the receipt of the notice that his/her services will be continued, indicate to the Board or its designated representative, acceptance or rejection, of a teaching position for the ensuing year. Any failure to indicate acceptance will be considered a rejection of the position offer.

4. INDIVIDUAL CONTRACTS

a. PROBATIONARY TEACHERS

Individual contracts will be issued only to probationary teachers and for extra duties, irrespective of the probationary or tenure status of the teacher. Contracts issued probationary teachers, within the system, will specify the subjects and building for teachers in the secondary grades, and the grade level and building for teachers in the elementary grades. In the junior high school area the grade level will be specified where applicable. Deviations will be permitted only by mutual consent of the parties concerned.

b. EXTRA DUTIES

- (1) Individual contracts issued for extra duties shall stipulate the extra duties assigned and the stipend for each responsibility as provided for in Schedule B of the effective Master Contract or of the contract to be negotiated effective for the ensuing year.
- (2) Individual contracts issued for extra duties shall provide that failure to indicate acceptance of the contract by signing and returning within ten (10) days of the issuance of said contract shall be interpreted as a rejection of the extra duty assignment.
- (3) The use of riders as contract amendments for probationary or extra duties is forbidden. Any revision required in any contract shall result in the issuance of a new contract which shall indicate that the latest contract supersedes an earlier instrument. The latest contract shall also recite the date of the preceding agreement.

5. TEACHING YEAR

a. LENGTH

The teaching year shall consist of 185 days. A minimum of 180 days shall be instructional days, as required by the State Department of Education.

b. SNOW DAYS

Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impracticable to hold classes, the scheduled student instruction days, including the timelines for marking periods, shall be advanced one weekday date on the calendar around designated holidays, break periods and parent teacher conferences to provide for make up of the canceled day. All make up days shall be without additional compensation. The Employer and the Association shall meet to discuss alternative ways to schedule make up of the canceled instruction days and may agree to vary from the method stated hereinabove by mutual agreement.

c. SNOW DAYS/LEGISLATION

In the event that during the life of this agreement, it becomes lawful for the purpose of state membership aid to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as, due to severe storms, fires, epidemics, or health conditions, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Days lost due to schools closings under this eventuality shall not be rescheduled, unless otherwise required by state law to qualify for state aid.

d. COPIES OF CALENDAR

Copies of the school calendar, mutually acceptable to the Board and the Association, will accompany the contract or memorandum issued each teacher.

B. COMPENSATION

1. 20 OR 26 PAYMENTS

All 38 week, 185 day, employees and full-time Community Education staff shall have the option of receiving their pay in either 20 or 26 equal installments. All employees intending to retire at the end of the current school year must elect the 20 pay basis, because of the necessity of complying with Social Security and the Michigan Public Schools Employees' Retirement Program. The election of a choice of pay periods, once elected, is irrevocable for that year. All pay period requests must be submitted on the proper forms to the Personnel Office by the Friday following Labor Day. No request will be considered after that date. New employees contracted after the beginning of the school year will be paid on the 20 pay period plan only.

2. COMMUNITY EDUCATION PREPARATION TIME PAY

Preparation time pay for Community Education staff will be paid each pay period.

3. COMPUTERIZED PAYROLL

The use of the computerized payroll system occasionally presents a problem. The problem arises from the process of dividing the contractual salary by the number of pay periods which results in a quotient, which is the amount of the biweekly salary. On the final payroll the biweekly salary amount may be different from the preceding amounts since the salary is not always evenly divisible. In such instances it is understood that the Board of Education will have no liability for annual contractual salary balances in amounts of twenty-five cents (25¢), or less.

4. EXTRA DUTY PAY

Teachers having extra duties that are seasonal in character shall receive their remuneration for that activity at the conclusion of the season or activity concerned. Teachers having extra duties that are continuous throughout the school year shall have the option of receiving the remuneration for the activity or activities in a lump sum at the end of the school year, or may receive the amount of their entitlement in biweekly installments corresponding to their choice of pay option.

5. PAYROLL CHANGES

The last date for changes in payroll will be the 25th of each month with any net changes to be reflected on the first payroll date of the succeeding month.

6. COPIES OF CONTRACTS

Copies of the contracts issued probationary teachers and teachers accepting extra duties and copies of the memorandum furnished tenure teachers will be available to the Association by October 1.

7. SALARIES

The salaries of teachers in the K-12 program covered by this Agreement are set forth in Schedule A, which is attached to, and incorporated into this Agreement. The salary schedule for extra duties are as set forth in Schedule B. The salaries for one-half (½) time teachers in the K-12 program are as set forth in Schedule C. In Community Education full-time teachers with regularly scheduled hours in the Job Club, Horizons, Independent Study, ESL, ABE, and Senior Citizens, shall be paid on a salary basis according to the rates set forth in Schedule A. Full-time teachers with irregular or variable hours such as scheduled day and nighttime high school completion classes shall be paid on an hourly basis according to the rates set forth in Schedule D. Community Education teachers will receive their first paycheck no later than three (3) weeks from their first day of work. The paycheck will be based upon the time worked during the two week period ending the Saturday before the paychecks are issued.

8. RETIREMENT

Five percent (5%) Retirement: Pursuant to Public Act 244 of 1974, the Board shall pay, on behalf of each teacher, the five percent (5%) employees' contribution to the Michigan Public Schools Employees' Retirement System.

9. COMPENSATION FOR TIME BEYOND THE NORMAL SCHOOL DAY

a. TIME BEYOND 7.5 HOUR DAY

Except for Community Education, teachers shall be compensated for any time spent beyond the seven and one-half (7-1/2) hour day for any school activity assigned to him/her by the principal on any school day, unless such activities are provided for in the Extra Duty Pay Schedule B of this Contract. Compensation shall be paid at the hourly rate of Step 0 Class I of Schedule D.

b. PAID ACTIVITIES

These rates shall apply for substituting, curriculum writing, summer school, driver training, extended Kindergarten conferences as approved, after school tutoring and home/bound K-12.

c. COMMUNITY EDUCATION/RECRUITMENT

These rates shall also apply for Community Education teachers where specified. Whenever recruitment is required of Community Education teachers, they shall be compensated for the recruitment at their regular rates of pay. Whenever recruitment is offered but not mandatory, teachers may agree to accept recruitment duties and be paid at the hourly rate offered by the Community Education administration and voluntarily accepted by the teacher. Refusal of voluntary recruitment shall not be utilized in teacher evaluations.

d. ADDITIONAL IN-SERVICE COMPENSATION

(1) Teachers shall be paid for time in attendance at any jointly approved additional in-service beyond that scheduled in the school calendar at two thirds (2/3) of the hourly rate of Step 0 Class I of Schedule D.

(2) Additional salary amounts due teachers under this provision will be certified by the building principal in time for inclusion on the payroll. (Teachers assigned classes commencing at seven (7) o'clock a.m., are not required to attend staff meetings, but it is expected that the principal will communicate to such teachers the import and content of staff meetings.)

e. Community Education teachers who work beyond 5:00 p.m. during the week or at any time on holidays will be paid their hourly rate from Schedule D plus \$.75 per hour.

10. Compensation time will be available in lieu of the hourly rate. Scheduling of compensation time will be done in each building or program.

11. DUTY LIMITS

Teachers shall not be required to perform school duties on Saturday, Sunday, or holidays, unless such duties are covered by Extra Duty Contracts. Community Education teachers may agree, at the individual teacher's discretion, to perform service on Saturdays at their regular rate of compensation.

12. SCHOOL CAMP

In addition to the subsistence furnished at the school sponsored camps, each teacher remaining at the camp overnight, shall receive in addition to his/her base salary, the sum of one hundred dollars (\$100.00) or two (2) days compensatory time at his/her discretion for spending nights at a full camp program of four (4) days. Those spending less than the full four (4) days shall receive twenty-five dollars (\$25.00) or one-half (1/2) day compensatory time per day at his/her discretion. In the event that the compensation to staff will jeopardize the existence or continuation of the program, the Association will consider a waiver of the additional compensation requested.

13. PRE AND POST STUDENT ATTENDANCE DAYS

Teachers shall not be required to report more than two (2) working days prior to the beginning of classes in the fall, or to remain more than two (2) days after classes end in June.

14. CREDIT FOR OUTSIDE EXPERIENCE/DEGREES

Teachers joining the Wyoming Public Schools in more than a one-half (1/2) time capacity, will be placed on the salary schedule in their proper classification and on the step through #3 whose number corresponds to the number of years of teaching experience outside the system. Teachers in the trade area may be granted up to five (5) years for full-time work-related experience.

15. PAYROLL INFORMATION

Each teacher shall be responsible for signing the payroll report, listing days present, days absent, dates of absences and nature of absence.

16. AUTOMOBILE USE/TRAVEL

a. I.R.S. RATE

All teachers required to use personal automobiles for school business shall be reimbursed at the mileage maximum nontaxable rate allowed by the IRS regulations.

b. TRAVEL BETWEEN BUILDINGS

A teacher whose regular assignment involves travel between two (2) or more buildings shall be paid a base amount of \$100.00 or mileage, whichever is greater. Any amount due and payable under this program is to be paid in two (2) installments.

17. PAYROLL DEDUCTIONS

The Board agrees to make payroll deductions for the following: The Grand Rapids Teachers Credit Union, MESSA Insurance, MEFSA options, and Tax Deferred Annuities. Payroll deductions authorized by the Board, but not specified in this Agreement, shall be supported by properly executed authorization slips.

18. COMMUNITY EDUCATION DEPARTMENTS

Community Education will have five departments: two (2) for High School Completion, one (1) for ABE/ESL, one (1) for Voc Tech, and one (1) for Business. Department heads will be elected annually by each department. Department heads will work jointly with the administration on the scheduling of classes, the staffing of classes, interviewing prospective employees, coordinating supplies and book orders, maintaining vitae, and maintaining course objectives within each department. Department heads will be compensated according to Schedule B.

C. INSURANCE

1. CHOICE OF BENEFITS

Each full-time teacher may elect insurance coverage according to one of the options, MESSA-PAK plan A or MESSA-PAK Plan B, as defined hereinbelow:

a. Plan A

- 100% of the premium costs for MESSA Super Care I protection
- Long-Term Disability Insurance at 66 2/3% with 120 day waiting period (modified fill, \$3,500 monthly maximum)
- Delta Dental Plan 100/90/50 with suffix coordination 50/50, crowns at 100% and orthodontics at \$1,500 plus Adult Rider
- Life Insurance of \$45,000
- Vision Care Plan VSPIII

b. Plan B

- Long-Term Disability - same plan as Plan A
- Delta Dental Plan - same plan as Plan A
- Vision Care Plan VSPIII
- Life Insurance of \$50,000
- Dependent Life Insurance of \$2,000 on each dependent
- TSA - \$130.00

- c.** The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

The parties also acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant. In that event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting or support services as the result of such bidding.

2. GENERAL INSURANCE INFORMATION

The benefits delineated hereinabove shall be according to the coverage provided by MESSA for the option selected by the teacher. The Board shall supply insurance information for coverage including applications and claim materials. Insurance coverage for teachers shall be on a twelve (12) month basis from September through August. Any teacher commencing employment with the Wyoming Public Schools after the open enrollment period (September only) shall be granted insurance coverage subject to acceptance by MESSA. Any teacher taking his/her salary over twenty (20) pays will receive continuous insurance coverage for the entire twelve (12) months. However, he/she must contribute his/her share of any premiums due, if applicable, to cover the period from June to September. Premiums for the insurance coverage selected will be fully paid by the employer.

3. PART-TIME TEACHERS

Part-time teachers are eligible to select Plan A and receive payment of one-half (½) the premium amount paid for full-time teachers for Plan A or to select Plan B and receive full payment of the premium amount paid for full-time teachers for Plan B without payment of any amount into an annuity plan or select the annuity plan only from Plan B.

4. COMMUNITY EDUCATION

Community Education teachers contracted to teach 600 hours or more per year shall be entitled to full insurance coverage. Those contracted to teach for between 300 and 599 hours shall be entitled to Board payment of one-half (½) the amount for Plan A or full payment of Plan B amount without payment of any amount into an annuity plan. There shall be no Board-paid coverage for those who are contracted to teach less than 300 hours. Full-time K-12 teachers who also teach in the Community Education program shall only be eligible for benefits selected in conjunction with their compensation as K-12 teachers. Teachers hired at the start of the second semester will have their benefits computed at one half (1/2) the regular hourly basis.

D. LOSS OR DAMAGE TO PERSONAL PROPERTY

The Board shall reimburse a teacher for loss, damage or destruction of his/her personal property used in the course of provided instruction while on duty for the school. This obligation shall extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked in the designated parking area on the school premises, provided such automobile is equipped with a fully enclosed body, the property was left in a locked enclosure out of view unless prior approval is obtained otherwise, and the loss is a direct result of forcible entry into the fully enclosed body, the doors and windows of which shall have been securely locked. Damage to a teacher's automobile due to vandalism or malicious acts related to employment while the automobile is parked in a designated parking area on the school premises shall also be covered under the limits of this provision. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. The Board shall be obligated to pay for such loss, damage or destruction in an amount greater than twenty-five dollars (\$25.00) but not to exceed two hundred fifty dollars (\$250.00). This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss either under his/her own insurance, or from the person involved, if any. Written report of the loss shall be submitted to the building principal within forty-eight (48) hours of the time sustaining such loss, weekends and holidays excepted. The written report shall provide sufficient evidence to support the proof of loss. In cases of damage, theft or vandalism a police report must be filed and the teacher must cooperate with the authorities and the Board in any investigation, prosecution or action to determine the person responsible and obtain recovery. No reimbursement for items under \$25.00 will occur.

E. INJURY IN THE LINE OF DUTY

If a teacher is injured while in the line of duty, the balance of medical or hospital care not covered by Worker's Compensation or hospitalization insurance will be furnished by the Board, at a designated hospital. Any wage differential between Worker's Compensation and salary will be reimbursed by the Board for the contractual year in which said injury occurs.

F. DESIGNATION OF BENEFICIARY

Each teacher of the Wyoming Public Schools is personally responsible for designation of a beneficiary to receive payments or benefits under the teacher's contribution to the Michigan Public School Employee's Retirement Fund. Any change in family or dependent status should be sufficient reason for the teacher to nominate a new beneficiary. Beneficiary cards may be obtained at the Central Administration Office.

G. REIMBURSEMENT FOR CONFERENCE EXPENSES

1. REQUEST FOR REIMBURSEMENT

Request for reimbursement of conference expenses shall be made through the building principal at least two (2) weeks prior to the date of the conference. Request forms are to be prepared in duplicate, both copies to be transmitted to the Assistant Superintendent for Instruction for his/her perusal. The duplicate copy is to be filed with the Business Office upon return from the conference as a part of the claim for reimbursement of expenses. All receipted bills for expenses incurred must be filed with the claim for reimbursement. This clause is not to be construed to refer to M.E.A. Regional Conference days or area or regional meetings of the Michigan Education Association.

2. REIMBURSABLE EXPENSES

Reimbursement of such expenses shall be in accordance with the following plan:

- a. A detailed expense report must be filed in the Business Office including supporting receipts.
- b. Lodging at the prevailing hotel or motel rate.
- c. Meals at actual cost, but not to exceed 1.06 times the hourly rate. No reimbursement is allowed for a meal at the home starting point of a trip.

- d. Transportation is to be provided in school-owned automobiles if such equipment is available. If school-owned transportation is not available, and private conveyance is used, transportation will be reimbursed at the current rate per mile. Transportation, particularly if extended travel distances are in prospect, should be by public carrier with reimbursement at the cost of fare, less federal tax. Parking, storage costs and toll fees are reimbursable. The mode of transportation must be approved by the Business Office before the date of the conference.
- e. Conference and convention fees and materials are reimbursable.
- f. State and local taxes for lodging and meals are to be reimbursed.

H. TUITION REIMBURSEMENT

Tuition reimbursement shall be shared by the teacher and the Board for the successful completion of academic courses taken during the period from July 1 to June 30, of each year, subject to the following provisions:

1. GRADUATE WORK

Reimbursement shall be made for tuition for graduate course work as specified in this Article for courses taken after receiving the continuing certificate. Work taken prior to receiving the continuing certificate will be reimbursed up to a maximum of six (6) hours, but only after receipt of the continuing certificate. The six (6) hours will be deducted from the maximum reimbursable hours provided in H., 3., below.

2. RATE

The reimbursement shall not exceed 3.61 times the hourly rate per semester hour or 2.41 times the hourly rate per term hour.

3. MAXIMUM HOURS TOWARD M.A. DEGREE

Reimbursement will be made for a maximum of eighteen (18) semester hours applied towards the M.A. degree.

4. MAXIMUM HOURS AFTER M.A. DEGREE

Reimbursement will be made for a maximum of eighteen (18) semester hours taken after the Master's degree.

5. CLASSIFICATION III RATE

Reimbursement for work taken beyond Classification III shall be at the rate of 2.41 times the hourly rate per semester hour or 1.69 times the hourly rate per term hour.

6. TIME LINES

Reference hereinafter shall refer to the Wyoming School District semesters.

- a. A maximum of two (2) courses per semester.
- b. A maximum of six (6) semester hours or its equivalent per summer term.
- c. There will be no reimbursement for classes taken under any scholarship grant.
- d. Reimbursement will not be made to teachers new to the Wyoming system for courses taken before school begins.

7. DOCUMENTATION FOR PAYMENT

Evidence must be submitted to the Superintendent, or his designated representative indicating the successful completion of courses. Claims for reimbursement must be filed within ninety (90) days of the termination of the course. Summer school reimbursement will be made after teaching commences in the fall.

8. OTHER COURSE WORK

At the discretion of the Board of Education, reimbursement may be made for all or part of the cost of technical and/or other non-academic classes for laboratory work, undergraduate courses, at either an accredited college or at a technical school.

I. SCHOOL IMPROVEMENT-ALLOTMENT FUND (Building and District)

S.I. Fund:	1994-95	:	\$80,000 - ½ shares, ½ supplies
	1995-96	:	money = to 3x the base - ½ shares, ½ supplies
	1996-97	:	money = to 3x the base - 100% in shares

The total amount of this fund shall be distributed to teachers who have qualified for allotment, with qualification to be established by the distribution committee, composed of an equal number of WEA appointed representatives and Wyoming Public Schools administrators. Individual participants and allotments shall be determined by the distribution committee, with disbursement to be made at the end of the school year. The allotment committee shall meet to determine the pay-out formula before school begins.

ARTICLE X

LEAVE PROVISIONS

A. PAID SICK LEAVE USE

At the beginning of each school year, each day school program and community education employee will be granted paid leave time to be used during the employee's regular work year as protection against loss of pay due to absences which are necessary because of the personal illness or accidental injury of the employee or the employee's immediate family or household members, bereavement or emergency leaves. This protection against loss of pay shall include preparation time. In addition, up to thirty (30) paid leave days may be used by an employee upon the adoption of a pre-school child. Leave for adoption or a planned and or foreseeable leave for an instructional staff member will be subject to the Family Medical Leave Act provisions. "Immediate family" is defined as spouse, parents and those who stand in their stead, grandparents, brothers, sisters, children and grandchildren. "Household member" is defined as a person established and living on a continuing basis with the employee as a resident in his/her household. Use of paid leave to attend to illness or injury of the employee's immediate family or household members is limited to not longer than ninety (90) days in connection with the same incident or occurrence. An incident or occurrence is defined as a separate and distinct period of incapacity which may or may not be related to the same disease or condition. Bereavement shall apply to any member of the employee's immediate family or household for the time necessary to attend to family obligations and a reasonable time to recuperate from the loss of a family member or household member. Bereavement shall also apply to any person to whom the employee feels an obligation either through friendship or relationship to attend the funeral or memorial service. "Emergency" shall be defined as an unforeseen circumstance that requires the immediate attention of the employee and cannot be held in abeyance until after scheduled work time. In such a circumstance, the employee shall make all reasonable attempts to secure the situation and proceed to work as soon as possible. Paid leave may be denied for emergency purposes after chronic use in circumstances which could be prevented by proper maintenance or alternative arrangements. An employee absence because of mumps, scarlet fever, measles or chicken pox, contracted while teaching, shall suffer no loss of compensation and shall not be charged with paid leave time for the first two (2) weeks of absence due to contracting the disease. Employees anticipating use of paid leave time, shall notify the Assistant Superintendent's office as soon as possible.

B. NUMBER OF DAYS AND ACCUMULATIONS

Each day school program employee will be granted fifteen (15) days of accumulated leave time each year. Each community education employee will be granted leave time on the basis of ½ hour of accumulated leave time for each six (6) hours scheduled to work (both teaching and preparation time) to a maximum of 105 hours for the year. The paid leave time is available for use when the employee begins their scheduled assignment as authorized. The paid leave time granted at the beginning of each school year will be prorated for employees working less than full time or less than a full work year. The paid leave time granted at the beginning of each school year shall be deemed to be earned on a prorated basis for at work attendance on a continuing basis through the scheduled work year of the employee. Severance of the employee prior to having earned all of the days granted at the beginning of the school year shall result in an adjustment of days accumulated on a prorated basis. No adjustment will be made for employees who exhaust all accumulated leave days and are subsequently forced to take a medical leave of absence. The unused paid leave time from the amount granted at the beginning of the school year shall be accumulated by the employee without limitation.

C. RETIREMENT/SEVERANCE PAY

1. Employees will receive compensation for unused accumulated leave time at the time of separation or retirement, provided they have been employed a minimum of ten (10) years in accordance with the following table:

Years of Service	Retirement	Severance
11 - 19	Hourly rate (1 hour) per day to a maximum of 200 days	\$8.50 per day to a maximum of 100 days
20 and over	Twice the hourly rate (1 hour) per day to a maximum of 200 days	\$13.00 per day to a maximum of 100 days

2. The following insurance benefits are available from the Board upon retirement:

Plan A - Following options:

- a. Sign up for retirement insurance as of July 1 and receive Board paid annuity (or cash) \$115.00 for the months of July and August.

- b. Remain on the school district's insurance until August 31.

Plan B

Will remain same until August 31 - will keep on receiving annuity until August 31.

3. The Board reserves the right to deny severance compensation to any employee who is terminated for cause. Upon the death of an employee the severance compensation will be paid to their estate. This section shall apply to Community Education leave time at a rate of six (6) hours equaling one day for the 1993-94 school year, and seven (7) hours equaling one day for the 1994-95, 1995-96 school year.

D. BUSINESS LEAVE

An employee may use one (1) paid leave day each school year as a business leave day. The business leave day is available only to conduct affairs of a business or legal nature that cannot be done at any other time which does not interfere with teaching duties. Application for such leave must be made at least seven (7) days prior to the leave day, if possible, to the Superintendent or the Superintendent's designee. Business leave days not used shall not be accumulated from year to year. The business leave day shall be deducted from the accumulated paid leave of the employee.

E. SPECIAL LEAVE

1. Employees who have an accumulation of forty (40) or more leave days at the time of the request for leave may take one (1) day of paid leave absence each year as a special leave day. Employees who have an accumulation of one hundred (100) or more leave days at the time of the leave request may take two (2) days of paid leave as special leave days. For each special leave day taken, two (2) paid leave days shall be deducted from the employee's accumulated leave days.
2. Application for such leave must be made at least seven (7) days prior to the leave day, if possible, to the Superintendent or the Superintendent's designee. The number of special leave days available for use by the employee shall not exceed two (2) each school year and any days not taken in the school year shall not be accumulated from year to year. No more than eight (8) members of the bargaining unit shall be granted special leave days on any given day. Such leave shall be granted only if a qualified substitute is available and secured. Such leave days shall not be used in conjunction with leave without pay immediately prior to or following a break in the school calendar. Such leave shall not be used to extend business leave.
3. Each building School Improvement Team shall develop a system whereby teachers may use one (1) Special Leave Day to extend a break in the school calendar. Each building will submit their plan to their staff by October 1, 1993. To be eligible a teacher must have an accumulation of forty-eight (48) leave days at the time of the request. This system shall recognize that a qualified substitute must be available in order to grant the requested date. The number of staff in a building using a given date will be limited to the number of teaching staff in that building (including all special teachers who receive their paycheck in that building) divided by five (5) per occasion (result rounded to the nearest whole number). The Superintendent or his/her designee may deny any request for just cause.

F. LEAVES NOT CHARGEABLE

Leaves for the following purposes shall not be chargeable to accumulated leave time:

1. When an employee is summoned for jury service, except, that the combination of the remuneration for jury duty and the employee's salary shall not exceed the employee's normal salary.
2. Court appearances as a witness in any case connected with the employee's employment or the school.
3. Visitation at other schools authorized by the Superintendent of Schools.
4. Attendance at dedications, or other ceremonies as a representative of the school.
5. Conference attendance.
6. Requests for leave under this Article shall be submitted to the Principal, Community Education Director, or Immediate Supervisor for transmittal and approval of the Superintendent or the Superintendent's designee.
7. The first five (5) days of absence due to a job-related injury.

G. PAID LEAVE RESTRICTIONS

Use of paid leave shall be subject to the following provisions:

1. Approved leaves without pay shall be deducted from the employee's salary at the daily rate of the employee on the day of absence.

2. An employee who misrepresents or misuses accumulated leave time will have their salary reduced by their daily rate for each day misrepresented or misused and be subject to appropriate disciplinary action.
3. Employees under suspension or subject to dismissal proceedings forfeit claim to compensation under Article X, C.
4. Any employee with more than thirty (30) leave days may relinquish a maximum of four (4) days per year to any employee in the District whose accumulation is, or will be depleted, provided that no employee may receive more than one hundred twenty (120) such donated days from any source in any one contract year. With the approval of the Employer, arrangements may be made for donation of additional paid leave days to another employee beyond the designated four (4) per year. After one year, the parties shall meet to review the implementation of this section.
5. In cases subject to Worker's Compensation Law, such leave may be used to supplement the compensation benefit received so that the total amount paid an employee will equal but not exceed the regular salary for the period of absence from their assignment.

H. APPLICATION FOR LEAVE

Written application for leave of absence without pay is to be made to the Superintendent, or his/her designated representative, with confirming approval by the Board of Education. Action of the Board of Education is required within a reasonable period subsequent to the receipt of the application. There is to be no reimbursement for any portion of the teacher's salary while on such leave. Any teacher on a leave of absence shall not forfeit his/her accumulated leave days.

I. UNPAID LEAVES AVAILABLE

Upon the submission of a request by a teacher the Board shall grant a leave of absence for the reasons and under the conditions as follows:

1. **Disability Leave:** Any teacher who has exhausted available paid leave days, upon written request, shall be granted a leave of absence without pay for one (1) full school year. Leave may be extended for an additional year upon application.
2. **Military Leave:** Military leave of absence shall be granted to any teacher who shall be called or inducted to active service for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system. Volunteers shall not receive benefits beyond their first (1st) enlistment. No provisions of this Agreement shall be applied to a person separated from the military service for other than honorable reasons.
3. **Association Officer's Leave:** Teachers who are officers of the Association shall be eligible for leave of absence of up to one (1) year to perform the duties of their office.
4. Teachers shall be granted a childcare leave attendant to the birth of their child or the adoption of a child under the age of six years.

J. UNPAID LEAVE CONDITIONS

All leaves in Article X, H. and Article X, I. shall be subject to the following conditions:

1. Except in emergencies which preclude such notice, the Assistant Superintendent or Director of Community Education shall be provided notice of request for leave sixty (60) days in advance.
2. All leaves of absence shall be for the remainder of a semester or school year, or full semester or school year at the option of the teacher, unless otherwise arranged with, and approved by, the Assistant Superintendent or Director of Community Education.
3. Prior to returning from leave, the Assistant Superintendent or Director of Community Education may require a physician's statement regarding the teacher's physical fitness for employment when the leave is related to a disabling condition.
4. Upon return from leave the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.
5. Upon return from leave, teachers shall be placed in a position subject to the provisions of Article V.
6. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.

K. SABBATICAL LEAVE

Sabbatical leave of absence may be granted to any teacher employed by the Board of Education, upon the recommendation of the Superintendent of Schools and subject to the approval of the Board of Education, when the professional competence of the teacher and the general welfare of the public schools will be so benefitted. Any teacher shall be eligible to apply for sabbatical leave subject to the following conditions and requirements:

1. The applicant must hold a life, permanent or continuing certificate.

2. The applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the district. Absence from service in the district for two (2) years under a leave of absence without pay, granted by the Board of Education shall not be deemed a break in the continuity of service required by this Section and shall be included as one (1) year of service in computing the seven (7) consecutive years.
 3. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
 4. As a condition to receiving final approval for a sabbatical leave, a teacher shall file with the Secretary of the Board of Education, a written agreement, that he/she will remain in the service of the District for a period of two (2) years after the expiration of said leave. (See following Sections for conditions governing default of this Agreement.)
- L. The following additional conditions shall prevail with reference to application for sabbatical leave:
1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a teacher qualified to assume the applicant's duties.
 2. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise agreed upon by the Superintendent, the Board of Education and the applicant for sabbatical leave.
 3. Approval for an application for sabbatical leave shall be made by a committee comprised of the following: (a) the applicant's principal, (b) one (1) administrator, (c) one (1) board member, (d) one (1) member of the W.E.A. appointed by the Association President, and (e) one (1) fellow teacher chosen by the applicant.
- M. Requirements and status while on sabbatical leave are defined as follows:
1. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one-half his/her full salary and full insurance benefits provided; however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
 2. Payment to a teacher on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment of salary to other members of the professional staff, except, that upon the teacher's request, the payroll department shall mail the employee's check to any designated bank for deposit therein in the teacher's account.
 3. A term of sabbatical leave shall entitle a teacher to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
 4. Any teacher on sabbatical leave shall not forfeit his/her accumulated leave days. Any teacher not returning to the system at the end of his/her sabbatical leave shall forfeit all accumulated leave days.
 5. A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.
 6. Any teacher granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education, and the teacher shall agree upon in writing.
- N. Status upon returning from sabbatical leave:
1. At the expiration of a sabbatical leave, the teacher shall be restored to his/her position or to a position acceptable to the returnee subject to the provisions of Article V. Seniority shall accrue during sabbatical leave. Upon return from the sabbatical leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled at the effective date of the leave.
 2. The teacher who is hired as a substitute in place of the teacher on sabbatical leave, shall only be hired with the understanding that the person on sabbatical leave will be given the position upon his/her return. The above statement refers only to a tenure position.
 3. When an employee completes the planned program of the leave, but does not return to service in the Wyoming Public Schools, he/she shall within two (2) years repay to the Board of Education the amount received by him/her during the sabbatical leave.
 4. If the employee does not remain in the Wyoming Public School District of the City of Wyoming for two (2) years immediately following his/her sabbatical leave, he/she shall within two (2) years repay the Board of Education an amount of money which will bear the same relation to the amount granted as the expired period of service bears to two (2) years. This rate does not apply in cases wherein the person becomes incapacitated to work, or in cases where the rule is waived by the Board of Education.
- O. All qualified employees having previously accumulated years of service in the Wyoming Public Schools shall be given full credit for that service.

ARTICLE XI

TEACHER EVALUATION AND TENURE PROCEDURE

Introduction:

The parties agree that the primary goal of evaluation is the improvement of instruction. The purposes of evaluation are to enable teachers to acquire specific techniques and/or resources for improvement, to identify areas of improvement if necessary, and to provide information which may determine the employment if necessary, and to provide information which may determine the employment status of the individual teacher. The evaluation process must be done according to the following express procedures so as to assure the fairest and most beneficial evaluation of the teacher.

For the duration of this contract the W.E.A. and the Board will continue to work together to align this evaluation process with the School District Mission Statement/School Improvement Process. Any changes in contract language and/or forms must be mutually agreed upon before implementation. A committee, Administration and Association, will evaluate continuation of the process following end of school year. An employee who has not opted for Plan A through mutual agreement with the building principal by October 1, will be in Plan B. An employee who has not submitted goals by October 1, will be in Plan B.

A. GENERAL PRINCIPLES:

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. There shall be no use of mechanical devices in the monitoring or observation of the work performance of a teacher without prior written consent of the teacher.
2. The teacher shall have the right to review his/her file in the presence of an Administrator of the Central Staff. The file is to include all written information concerning the employment of the teacher while employed by the Wyoming Public Schools. A representative of the Association, at the option of the teacher, may accompany the teacher in such review. A written statement, for inclusion in the personnel files, may then be made by the teacher in regard to materials that were not signed by the teacher. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
3. Pursuant to the standard of just cause, the Board shall adhere to a program of progressive or corrective discipline. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
4. No teacher shall be disciplined, reprimanded or reduced in rank or compensation, except as defined in the Tenure Code. Any such disciplinary action, reprimand or reduction in rank or compensation, including adverse evaluation of teacher performance asserted by the Board, or any agent or representative thereof, shall be subject to the Professional Grievance Procedure hereinafter set forth.
5. The teacher should review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. He/she may submit any written statement in regard to such materials for inclusion in the personnel files.

B. PROCEDURE:

1. PLAN A

It is recognized by the parties that instructional improvement is most likely to occur when the individual teacher identifies areas for improvement in his/her own performance, and identifies a plan to carry out that improvement. Satisfactory tenure teachers are responsible for developing a yearly plan of instructional improvement. The building principal will be informed of this plan in writing by the first school day of October each year. The plan may include requests by the teacher for the assistance of the administrator or peers. The plan may include formative and/or summative evaluation by the principal, but this is not mandatory.

2. PLAN B

a. The individual teacher or the building principal may initiate PLAN B. If the Building principal initiates PLAN B, he/she will state the concerns to the teacher which led to this decision.

b. MENTOR TEACHERS

Any teacher who has been placed on a plan of assistance, given an unsatisfactory evaluation or deems him/herself to have difficulty teaching shall be eligible to receive assistance from a WEA appointed teaching mentor. The final decision will be determined mutually by the building administration and the WEA relative to assigning mentor and identity of individual mentor.

The District will notify the WEA President of any teacher given an unsatisfactory evaluation or placed on an individualized plan of assistance. The appointed teaching mentor shall work with the teacher and the District to resolve the problem.

c. Non-tenure teachers shall be evaluated via PLAN B as per Tenure law.

d. **TIMELINES**

Procedures for evaluation under PLAN B shall be the same for all W.E.A. members. However, Community Education timelines and forms will differ. It is understood that the evaluation process may be extended to a subsequent semester.

Step I Initial Conference - Appendix A or C

a. Teacher and administrator will confer regarding the following:

- (1) Review of evaluation materials
- (2) Review of timelines

b. Several conferences may be required to accomplish Step I.

c. To be completed by fourth Friday in October

Step II Observation(s) - Appendix B

a. Teacher and administrator will review results of observation.

b. Teacher will sign completed Appendix B.

c. Tenure teachers will be completed by Winter Break.
Community Education will be completed March 1.

d. Non-tenure teachers will have two (2) observations by Winter Break.

Step III Midyear Review and Report - Appendix C

a. Teacher and administrator will review the completed Appendix C.

b. Any corrective action must be in written form by this time, i.e., plan of assistance.

c. To be completed after Step II and no later than the last day of the first semester.

Step IV Observation(s) - Appendix B

a. Teacher and administrator will review results of last observation on completed Appendix B.

b. Probationary and unsatisfactory tenure teacher's last observation must be completed by the third Friday in February.

c. Satisfactory tenure teacher's last observation must be completed by May 1.

d. Second observation for satisfactory tenure teacher is at the option of the administrator provided it is completed by May 1.

Step V Final Copy - Appendix A

a. Teacher and administrator will review and sign completed Appendix A.

b. Probationary and unsatisfactory tenure teachers must be completed by the second Friday in March.

c. Satisfactory tenure teachers will be completed by May 31.

e. **PROCESS**

The work performance of all teachers shall be in writing. All evaluations shall be conducted by the teacher's immediate supervisor or an administrator familiar with the teaching assignment. The primary evaluator shall be identified prior to the beginning of the evaluation process.

f. **OBSERVATION**

A basic part of each written evaluation will be observation in person.

1. Observation shall be not less than forty-five (45) minutes in total. It is recommended that the forty-five (45) minutes of observation be accomplished in one period. In no case shall observation periods be less than fifteen (15) minutes in duration. The forty-five (45) minutes of observation must be accomplished within thirty (30) calendar day period and shall be made prior to filing a written evaluation report. Subsequent to the completion of observation, a teacher may complete the official evaluation report which may be attached to the evaluator's report and included in the teacher's personnel file. Because of the unique scheduling problems in Community Education, the forty-five (45) minutes of observation may be reduced to thirty (30) minutes.
2. No formal observation will be scheduled the day before or after vacation, or an extended illness, without the agreement of the teacher.
3. The principal or his/her designee will hold a personal conference with the teacher within fifteen (15) school days after each observation. During this time the evaluation will be discussed by both parties.
4. The teaching performance of non-tenure teachers will be observed and a written observation prepared at least three (3) times each school year, two (2) times in the first semester and once before the second Friday in March. The first written observation shall be made prior to October 30th, the second, prior to Winter break and the third prior to the second Friday in March.
5. For Community Education, the teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least twice each school year, once in the first semester and once in the second semester. If an evaluation is unsatisfactory, a written plan of assistance will be developed, implemented and evaluated prior to semester completion.

g. PROCEDURAL PRINCIPLES

1. A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the administration. In the event that the teacher feels his/her evaluation was incomplete or unjust, within two (2) weeks (ten school days) following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance.
2. Negative comments on the performance and evaluation of a teacher shall be fully discussed with the teacher and ways to overcome deficiencies shall be explored mutually between the teacher and the administrator. Unresolved problems will be incorporated into a plan of assistance.
3. All reports shall be discussed thoroughly with each teacher before they are submitted to the Superintendent and shall bear both the signature of the principal and the teacher. A teacher's signature on his/her Evaluation Report will not necessarily constitute approval, but is merely an indication that the teacher is completely familiar with the report.
4. Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors the performance of this teacher is ___ Satisfactory ___ Unsatisfactory."
5. In Community Education, the parties agree that evaluations by students are desirable for teachers to assess their own teaching skill. Therefore, when student evaluations are used, they shall be treated in the following manner:
 - (a) The form specified in Appendix G shall be used. This form may be amended by mutual agreement of the parties.
 - (b) The teacher's supervisor may review the student evaluations.
 - (c) The teacher's supervisor may utilize the evaluations as a tool in assessing areas of potential focus for his/her professional evaluation of the teaching performance.
 - (d) It is expressly understood that the substance of student evaluations is not to be used as the sole basis for evaluation of teaching performance. It is the responsibility of the supervisors to professionally evaluate work performance using the procedures specified in this article.
 - (e) Student evaluations shall be returned to the individual teacher.
 - (f) No dismissal, punitive action, or other adverse effect can result without administrative observation of teacher performance, due process, and the contractual Plan of Assistance.

6. The following applies to Community Education evaluation forms and procedures.
 - (a) For teachers required to, and for the purposes of the evaluation form and procedure, Item 2 under "Teacher Administration Relations" - Recruitment is defined as: The calling of "no shows" on class list(s).
 - (b) A dropout is defined as any student who no longer attends Community Education classes and there is no documentation of the reason for the student leaving.
 - (c) Retention of students (Item 3 under "Teacher Administration Relations") is defined based on the state average dropout of 35%.
 - (1) A dropout rate of 35% or less is defined as "Professional."
 - (2) A dropout rate of 36% to 50% is defined as "needs improvement."
 - (3) A dropout rate over 50% is defined as "unacceptable."

- h. **MASTER/HELPING TEACHER**
 1. The building principal/director and the WEA will by consensus mutually agree upon the appointment of a Master Teacher from within the building for each probationary teacher. If possible, the Master teacher would teach the same subject area or the same grade level as the probationary teacher. The Master Teacher will serve in an advisory capacity only.
 2. At the request of either the probationary teacher or the Master teacher, a new Master teacher may be appointed by the principal/director.
 3. The Master teacher is to aid the probationary teacher in becoming familiar with the building procedures, acquainting him/her with adult personnel in the building in which he/she is teaching and offer aid whenever possible in helping the teacher adjust to his/her teaching assignment.
 4. In the event a teacher receives a needs improvement or unsatisfactory on an Evaluation A, the Mentor Teacher would be assigned. The Mentor Teacher shall be a member of the bargaining unit or a retired teacher.

- i. **TENURE ACT PROCEDURE**

Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered or certified letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

- j. **EVALUATION FORM**

Copies of the official Wyoming Public Schools Evaluation Report Forms to be used for PLAN B teacher evaluations will accompany the Master Agreement in the Appendix.

ARTICLE XII

COMMITTEES

A. S.B.D.M./SCHOOL IMPROVEMENT/EXPERIMENTAL PROGRAMS

The Employer and the Association are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Master Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Wyoming Education Association and the District. No such variations shall be deemed precedent setting nor shall they extend beyond the life of this Master Agreement.

1. The Wyoming School Board and the Wyoming Education Association agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.

The parties also believe that in the process of this collaboration around the implementation of SBDM, there will be a growing sense of openness of communication, growing trust, and ultimately a developing ability to problem-solve well for the improvement of quality education in the Wyoming School System.

2. The Board of Education and the Wyoming Education Association agree that employee participation in decision making is effective in providing positive results for education. A School Improvement Team will be formed in each building representative of teachers, non-instructional staff and when possible, parents and students in accordance with PA 25. The School Improvement Teams will have the empowerment under the Correlates of Effective Schools as delineated in the District School Improvement Plan to investigate, implement and change existing procedures and practices in their buildings to improve educational services. Any changes must be mutually agreed upon by both the Board and the WEA.
3. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement team in accordance with State Law PA 25.
 - a. Each Building School Improvement Team will establish their own meeting times.
 - b. Building School Improvement Team participation will be voluntary. Participation or non-participation on the building team will not be used as criteria for negative evaluation of bargaining unit members.
 - (1) The Chairperson of each building Team will be chosen by the team members.
 - (2) A procedure for rotation on/off the School Improvement Team will be established by the building staff.
 - c. Each Building School Improvement Team will define and document the decision making procedures for their own building.
 - d. Each elementary building will devise and implement a plan to provide staff collaborative planning time for school improvement concerns at a time determined by consensus of the team, as within the student day as per c. above.
4. Any modification of the current contract or Board policy must be submitted on the approved deviation form. Said modifications must be mutually agreed upon by both the Board and the WEA.
5. The Board and the Association each have the separate ability to request either a slowdown or withdrawal from any aspects of the SBDM process. Each side can exercise this option by a formal letter to the other side stating the desire to slow down or withdraw and state the reasons. There will be a cooling off period of sixty (60) days during which the sides will meet and discuss the issue possibly using a third party consultant. Before the end of the sixty (60) days both parties must reach an agreement on the next steps.
6. The professional Development Committee shall be appointed to review the district's use of professional development funds.

B. STUDY COMMITTEE

1. Professional Study Committees may be established by mutual agreement.
2. Professional Study Committees shall be composed of four (4) members, two (2) members being appointed by the Board and two (2) members appointed by the Association.
3. If Professional Study Committees are appointed, any matters investigated by the committee will be completed, and proposed contractual changes will be written. If the proposal is ratified by the Board and the Association within thirty (30) days of the filing of the report, said changes shall become a part of the contract.

C. CURRICULUM REVIEW COUNCIL

1. The Curriculum Review Council (CRC) shall be composed of no more than two (2) Board members and six (6) administrators appointed by the Board and eight (8) members appointed by the Association and seven (7) members who are not employed in the school system (to represent the community) as well as five (5) students. The members representing the community as well as the students are to be mutually agreed upon by the Board and the Association.
2. Each of the groups represented (Board, Association, Community, Students) may have alternate delegates who shall have voting power in the absence of respective regular delegates.
3. The student delegates and their alternates may be selected by the respective student government organization of each of the four secondary schools in the school district.
4. The council shall elect a chairperson and recording secretary at the first meeting of the school year in October.
5. The council shall act as a steering committee to systematically review, at regularly fixed meetings, curriculum programs, educational materials, instructional methods and innovative projects in keeping with the educational goals adopted by the Board.

6. Ad Hoc committees may be established by the CRC to conduct in-depth investigations of particular areas of the curriculum and submit recommendations to the CRC.
7. Curriculum recommendations developed by the CRC shall be referred to the Board and the Association. The Board shall take official action on all recommendations within forty-five (45) days of receipt of such recommendations.
8. During the month of September each year, the Superintendent of Schools is responsible to contact the Association President and the Board President for various appointments to the CRC.
9. Agendas for the CRC meetings shall be made available five (5) days prior to the scheduled meeting. Minutes of CRC meetings shall be made available to each Council Member, Members of the Board, President of the Association and Superintendent of Schools, within five (5) days following each regular meeting.
10. Copies of agendas and minutes of each meeting shall be made available to all school attendance centers for posting.
11. The council may recommend release time for council members who may be involved in assigned council activity.

D. PROFESSIONAL DEVELOPMENT COMMITTEE

1. Staff development is an important component of an effective instructional program. It requires careful planning and specific direction based on identified need. Teachers shall be involved in setting specific goals, planning, and evaluative procedures.

A key purpose of staff development is to improve teacher capability to understand individual pupil's skills and attitudes, and to expand mastery of techniques that will focus on learner success, improved self-confidence, demonstrated in performance terms.

A staff development program also needs to help departmental and administrative leaders to improve management skills that enable them to develop the full potential of each teacher.

2. A representative committee of teachers and administrators will develop and assess the results of a survey and formulate recommendations for staff development. The committee shall be comprised of one (1) teacher representative from each building in the district.

These teacher representatives shall be appointed by the President of the Association. The administrative representatives shall be appointed by the Superintendent and shall not exceed eight (8) in number.

3. A comprehensive survey is to be made of all school personnel assessing needs, interests and priorities.
4. Based on recommendations from the committee, the administration will develop a plan for staff development and training for a three (3) year period, with evaluation procedures to be included for measuring effectiveness.
5. For Community Education, two types of in-service shall be acceptable as paid in-service time; a) Any programs developed or approved by the School Improvement Team; OR b) Other programs as approved by either a teacher's immediate Supervisor or Director of Community Education.

E. PREVIEW AND EVALUATION COMMITTEE (INNOVATIVE AND PILOT PROGRAMS)

1. It is agreed that students of the Wyoming Public Schools are entitled to continued improvement of educational opportunities. To achieve this goal it is agreed between the parties, that from time to time innovative or pilot programs must be considered and/or implemented. Community Education program proposals shall be studied pursuant to the provisions of this article but shall not be obligatory prior to the implementation of any new program.

2. Definition - Innovative Programs: Innovative programs involve changes in the instructional process which have implications system wide.

Any of the following factors shall determine an innovative program: Staffing change, new budget money, calendar, or multiple building changes.

Innovative programs shall be screened and evaluated by members of the Preview and Evaluation Committee at the end of each year, who shall recommend further evaluation, discontinuation, or system wide curricular implementation.

3. Definition - Pilot Programs: Pilot programs involve changes in the instructional process which do not have implications system wide.

It is agreed between the parties that pilot programs are an important facet in the improvement of educational opportunities for students.

Pilot programs which involve a teacher, a department, or a building are to be encouraged.

Pilot programs prior to implementation, should, to the degree possible, have the concurrence of teacher(s), department, or building.

Pilot programs shall have a yearly evaluation by the staff and administration affected.

Copies of the evaluation shall be forwarded to the Board of Education and to the Preview and Evaluation Committee.

4. Any teacher not wishing to participate in innovative and/or pilot programs shall have the right to request a transfer, in accordance with Article V.
5. Preview and Evaluation Committee - The Preview and Evaluation Committee shall be composed of eight (8) members: four (4) members appointed by the President of the Association, and four (4) members appointed by the President of the Board of Education.

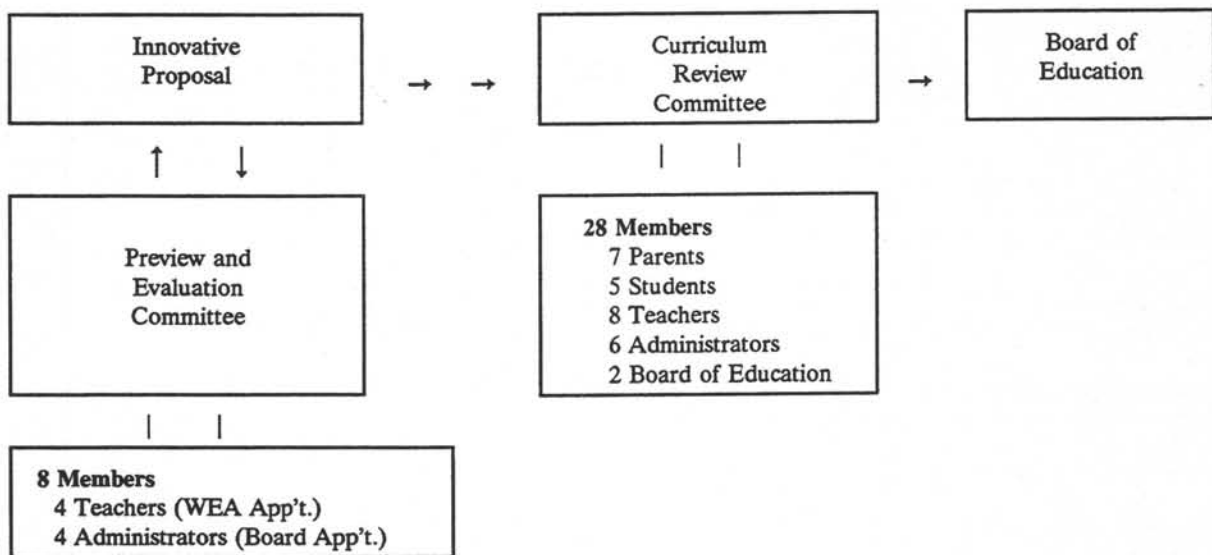
Appointments of committee members shall be made by September 15, each year.

The Superintendent shall call the committee into session within fifteen (15) days of the committee appointments.

The Committee shall appoint its chairperson and secretary.

The Committee shall make provisions to communicate to the party submitting a program for review within a specified period of time.

The Committee shall establish the procedure for its operation, and the process for receiving, reviewing, and evaluating innovative programs as detailed in the following model.



An innovative proposal should be forwarded to the Preview and Evaluation Committee for recommendation, prior to being submitted to the Curriculum Review Council.

F. SPECIAL INTEREST CLUBS COMMITTEE

1. A teacher shall qualify for reimbursement (Schedule B) as a sponsor of a Special Interest Club after such club has received the approval of a building screening committee and notification by the Superintendent or his/her designee that funds are available.
2. The membership of this committee shall be comprised of three (3) or more teachers, selected by the building faculty, and the building principal. The screening committee shall use the following guidelines in considering inclusion of the club in the schools extra curricular program for each school year:

Amount of student interest (a minimum of fifteen (15) students).

Regularly scheduled meetings (a suggested minimum of six (6) meetings).

The sponsor shall, by the end of the third week of school, submit to the screening committee an outline of the planned program and goals for the year.

The sponsor shall agree to submit, by June 1st, an end of the year summary and evaluation of the club's activities. This summary shall be considered by the screening committee before approving the club's continuance for another year.

G. COMPENSATION

All committee work identified in this Article shall be compensated as provided in Article IX, I, School Improvement Allotment Fund.

ARTICLE XIII

LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association agree that Least Restrictive Environment as outlined by the Education for the Handicapped Act (EHA or 94-142) requires "to the maximum extent appropriate" all handicapped children be educated with non-handicapped children and that segregation occur only when the "nature or severity of the handicap" is such that integration with the use of aids and services "cannot be achieved satisfactorily". 20 USC 1412(5)(B); CFR300.550. The Board and the Association further agree that in making the LRE placement/assignment, additional factors to be considered are closeness to the students' home, school assignment if student were not handicapped, potential harmful effects on the child, quality of service the student needs, and disruption of the regular education setting. 504 Regulations 34CFR 300.552. To this end, every attempt will be made first to serve handicapped students in the context of a regular education classroom.

A. TRANSITION GUIDELINES

In order to assist handicapped students in making a successful transition from full time placement in special education classes to placement in both regular and special education classes pursuant to recommendations made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education classroom except for extenuating circumstances. Teacher(s) in whose classroom(s) a student may be placed shall be invited to serve on the IEPC, as well as all appropriate support staff.
2. To help implement LRE, every effort will be made by the Board of Education to provide training for regular education teachers receiving special education students in their classrooms and all appropriate support staff.
3. Emergency medical/physical care can be given by teachers and/or support staff on a voluntary basis, provided that training has been completed. A building administrator shall provide back-up assistance.

B. LRE ADVISORY COMMITTEE

1. The LRE Advisory Committee shall be composed of 2 administrators appointed by the Superintendent and 2 teachers appointed by the WEA President and 2 support staff appointed by the WESSA President. The PAC/PASE parent representative from Wyoming may also serve on the LRE committee, as well as a regular education parent. An equal representation of regular education personnel and special education personnel shall be the goal.
2. The LRE Advisory Committee shall meet prior to the start of each semester to plan in-service and training programs for the upcoming semester. This training may be for all staff, both WEA and WESSA, or for specific personnel.
3. The LRE Advisory Committee shall meet during the 1991/92 school year (no later than March 15, 1992) to prepare a 5-year plan for inclusive education. The plan shall be revised each year thereafter. The Board of Education will have final approval.

C. DEVIATIONS

Deviations from this Article shall be considered under Article XII, F. S.B.D.M.

D. CLASS SIZE

See Article VIII B., 1, 2, 3, 4 & 5.

- E. The intent of this Article is not to cause a reduction in force.

ARTICLE XIV

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order or regulation of the Board, and any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.
- B. The procedure governing grievances shall be as follows:

DEFINITIONS:

1. A "complaint" is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
3. The "Aggrieved Party" is the person or persons, or Association making the claims.

GENERAL PRINCIPLES:

1. The primary purpose of this procedure is to secure at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any teacher with a complaint to discuss the matter informally with any appropriate member of the Administration. 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 the opportunity to be present at such adjustment.
3. The failure of an aggrieved party to appeal to the next step 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.
4. At any level the failure of the Administrator to communicate his/her decision within the specified time limit, shall permit the aggrieved party to proceed to the next level.
5. Demotion or suspension of teachers not covered by the tenure act will be subject to the grievance procedure.

PROCEDURE:

1. LEVEL ONE

A teacher, group of teachers, or the Association shall within fifteen (15) school days of its alleged occurrence, orally discuss the complaint with the Building Principal and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievant may express a grievance in writing and process in accordance with Level Two, on the Grievance Form as shown in the Appendix G.

2. LEVEL TWO

Any grievance filed by a teacher, group of teachers or the Association must be filed within five (5) school days from the end of Level One. The Board hereby designates for its representatives for such purposes the principal in each school building and the Superintendent of Schools or his/her designated representative when the particular grievance arises in more than one building. The Association hereby designates the President of the Wyoming Education Association or his/her designated representative, as the local agent for processing grievances. Within five (5) school days of the receipt of the grievance, the designated representatives of the Board shall meet with the designated representatives of the Association in an effort to resolve the grievance. The affected grievant(s) may or may not be present at such meeting.

3. LEVEL THREE

If the meeting is with the school principal and the parties cannot agree the grievance shall be promptly transmitted within five (5) school days to the Superintendent or his/her designated representative who shall have five (5) school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or his/her designated representative he/she shall have ten (10) school days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent or his/her designated representative either in review of the action of the school principal, or as the initial response, the Superintendent or his/her designated representative shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have twenty (20) school days to file a demand for arbitration with the American Arbitration Association.

4. LEVEL FOUR

Upon the filing of a demand for arbitration, an arbitrator shall be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the Board and the Association. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The Arbitrator's decision shall be in writing and will set forth his findings of facts, reasons, and conclusions on the issues submitted, and shall be final and binding upon all parties concerned. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of parties under the Michigan General School Law or any other National, State, County, District or Local Laws. The Board shall not be required to pay back wages beyond the starting date of the current school year. No grievance shall be considered for any preceding school year. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. Failure to re-employ any teacher on a probationary contract through the first three (3) years.
- b. The placing of a non-tenure teacher on a third or fourth year probation if applicable, providing IDP is in effect and/or a mentor teacher was explored or assigned.
- c. Dismissal of a 4th year teacher is grievable.
- d. Except as otherwise noted herein, any claim or complaint for which there is another remedial procedure or form established by law including any matter subject to the procedure specified in the Teacher Tenure Act.

MISCELLANEOUS

1. A complaint or grievance may be withdrawn at any level without prejudice of interpretation of the Agreement.
 2. The complaint discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at other levels shall be in writing and shall promptly be transmitted to the aggrieved parties.
 3. No reprisals of any kind shall be taken by or against any aggrieved party or any participation in the grievance procedure by reason of such participation.
 4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
 5. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.
 6. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any aggrieved party, the Superintendent or his/her designated representative shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XV

NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In the event the Master Agreement is reopened by mutual consent for negotiations, the parties will promptly negotiate for the purpose of reaching an agreement.

- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board, 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. During the term of this Agreement neither the Association nor any person acting in its behalf nor any individual teacher will cause, authorize or support, nor will any Association members take part in any strikes (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her 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 XVI

DURATION OF CONTRACT

A. EFFECTIVE DATES

This Agreement shall be effective as of August 15, 1994, and shall continue until the 15th day of August, 1997. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

B. CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.

C. COPIES OF AGREEMENT

Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board. In addition fifty (50) copies shall be made available to the Association. Format of the printed Agreement is to be determined by the Board.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Allen R. Rice
Local Association President

By Larry A. Lienecke
President

By Karen Hamelink
KCEA/MEA/NEA President

By Bob Bennett
Secretary

By Michael A. Stephens
Chief Negotiator

By Lee M. Seace
Chief Negotiator

By Allen R. Rice
Co-Chair, Negotiating Comm.

By Dennis L. Bush
Member

By Russ Harmon
Co-Chair, Negotiating Comm.

By Richard E. Blumenthal
Member

Other members of the Association
Bargaining Team are as follows:

Other members of the Board's
Bargaining Team are as follows:

Richard P. Norris

Paula Skoog

Janice K. DeVries

Julie Baumchen

Ann E. Bayada

Janice Lyhen

Robert Vander Zee

Suzette Wickers

Dated this 15th day of August, 1994.

SCHEDULE A

SALARY

1994 - 1995

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$57,614.45		\$53,072.59		\$48,555.73	30
25		\$56,584.45		\$52,152.59		\$47,740.73	25
20		\$55,554.45		\$51,232.59		\$46,925.73	20
15		\$54,524.45		\$50,312.59		\$46,110.73	15
10		\$53,494.45		\$49,392.59		\$45,295.73	10
9	184%	\$52,464.45	170%	\$48,472.59	156%	\$44,480.73	9
8	173%	\$49,327.99	160%	\$45,621.26	146%	\$41,629.40	8
7	162%	\$46,191.53	151%	\$43,055.06	138%	\$39,348.34	7
6	152%	\$43,340.20	142%	\$40,488.87	131%	\$37,352.41	6
5	142%	\$40,488.87	133%	\$37,922.67	124%	\$35,356.48	5
4	133%	\$37,922.67	125%	\$35,641.61	118%	\$33,645.68	4
3	125%	\$35,641.61	118%	\$33,645.68	113%	\$32,220.02	3
2	118%	\$33,645.68	112%	\$31,934.88	108%	\$30,794.35	2
1	112%	\$31,934.88	107%	\$30,509.22	103%	\$29,368.69	1
0	107%	\$30,509.22	103%	\$29,368.69	100%	\$28,513.29	0

LONGEVITY STEPS

Longevity payments shall be included as part of the salary schedule at steps 10, 15, 20, 25 and 30.

Such payments shall also apply to Schedule C. Payments on Schedule C shall be one-half the amounts on Schedule A.

<u>1994-95</u>	CLASS III	1030
	CLASS II	920
	CLASS I	815

SCHEDULE A

SALARY

1995 - 1996

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$58,816.21		\$54,190.52		\$49,564.83	30
25		\$57,766.21		\$53,250.52		\$48,734.83	25
20		\$56,716.21		\$52,310.52		\$47,904.83	20
15		\$55,666.21		\$51,370.52		\$47,074.83	15
10		\$54,616.21		\$50,430.52		\$46,244.83	10
9	184%	\$53,566.21	170%	\$49,490.52	156%	\$45,414.83	9
8	173%	\$50,363.88	160%	\$46,579.31	146%	\$42,503.62	8
7	162%	\$47,161.55	151%	\$43,959.22	138%	\$40,174.65	7
6	152%	\$44,250.34	142%	\$41,339.14	131%	\$38,136.81	6
5	142%	\$41,339.14	133%	\$38,719.05	124%	\$36,098.96	5
4	133%	\$38,719.05	125%	\$36,390.08	118%	\$34,352.24	4
3	125%	\$36,390.08	118%	\$34,352.24	113%	\$32,896.64	3
2	118%	\$34,352.24	112%	\$32,605.51	108%	\$31,441.03	2
1	112%	\$32,605.51	107%	\$31,149.91	103%	\$29,985.43	1
0	107%	\$31,149.91	103%	\$29,985.43	100%	\$29,112.07	0

LONGEVITY STEPS

Longevity payments shall be included as part of the salary schedule at steps 10, 15, 20, 25 and 30.

Such payments shall also apply to Schedule C. Payments on Schedule C shall be one-half the amounts on Schedule A.

<u>1995-96</u>	CLASS III	1050
	CLASS II	940
	CLASS I	830

SCHEDULE A

SALARY

1996 - 1997

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$59,987.53		\$55,280.33		\$50,548.12	30
25		\$58,917.53		\$54,320.33		\$49,703.12	25
20		\$57,847.53		\$53,360.33		\$48,858.12	20
15		\$56,777.53		\$52,400.33		\$48,013.12	15
10		\$55,707.53		\$51,440.33		\$47,168.12	10
9	184%	\$54,637.53	170%	\$50,480.33	156%	\$46,323.12	9
8	173%	\$51,371.15	160%	\$47,510.89	146%	\$43,353.69	8
7	162%	\$48,104.78	151%	\$44,838.41	138%	\$40,978.15	7
6	152%	\$45,135.35	142%	\$42,165.92	131%	\$38,899.54	6
5	142%	\$42,165.92	133%	\$39,493.43	124%	\$36,820.94	5
4	133%	\$39,493.43	125%	\$37,117.89	118%	\$35,039.28	4
3	125%	\$37,117.89	118%	\$35,039.28	113%	\$33,554.57	3
2	118%	\$35,039.28	112%	\$33,257.63	108%	\$32,069.85	2
1	112%	\$33,257.63	107%	\$31,772.91	103%	\$30,585.14	1
0	107%	\$31,772.91	103%	\$30,585.14	100%	\$29,694.31	0

LONGEVITY STEPS

Longevity payments shall be included as part of the salary schedule at steps 10, 15, 20, 25 and 30.

Such payments shall also apply to Schedule C. Payments on Schedule C shall be one-half the amounts on Schedule A.

<u>1996-97</u>	CLASS III	1070
	CLASS II	960
	CLASS I	845

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

DUTY	STEP 1	STEP 2	STEP 3	YEAR 8
Administrative Assistant	4.0%	5.0%	6.0%	7.0%
Annual & Camera Club (High School)	6.0%	6.5%	7.0%	7.5%
Annual (Jr. High)	1.0%	2.0%	3.0%	4.0%
School Newspaper (High School)	3.5%	4.0%	4.5%	5.0%
School Newspaper (Jr. High)	2.0%	2.5%	3.0%	3.5%
Student Council (Jr. & Sr. High)	4.0%	4.5%	5.0%	5.5%
Student Council (Elementary)	.5%	1.0%	1.5%	2.0%
Student Activities Coordinator	3.25%	3.75%	4.25%	4.75%
Senior Class	3.25%	3.75%	4.25%	4.75%
Junior Class	3.0%	3.5%	4.0%	4.5%
Sophomore Class	1.5%	2.0%	2.5%	3.0%
Freshman Class	1.5%	2.0%	2.5%	3.0%
Librarians	4.0%	4.5%	5.0%	5.5%
Debate	4.5%	5.0%	5.5%	6.0%
Drama (per play)	5.0%	5.5%	6.0%	6.5%
Musical	6.0%	7.0%	8.0%	9.0%
Forensics	4.5%	5.0%	5.5%	6.0%
Varsity Club	5.0%	6.0%	7.0%	8.0%
Pep Club	1.5%	2.0%	2.5%	3.0%
Honor Society	1.5%	2.0%	2.5%	3.0%
French Club	1.5%	2.0%	2.5%	3.0%
Latin Club	1.5%	2.0%	2.5%	3.0%
Spanish Club	1.5%	2.0%	2.5%	3.0%
Library Club	1.5%	2.0%	2.5%	3.0%
Future Teachers	1.5%	2.0%	2.5%	3.0%
Special Interest Club*	1.5%	2.0%	2.5%	3.0%
PomPon	4.0%	4.5%	5.0%	5.5%
Intramurals (Sr. High)	6.0%	7.0%	8.0%	9.0%
Intramurals (Jr. High)	4.0%	5.0%	6.0%	7.0%
Elementary or Jr. High Vocal Music	3.0%	3.5%	4.0%	4.5%
Sr. High Vocal Music	4.0%	4.5%	5.0%	5.5%

DUTY	STEP 1	STEP 2	STEP 3	YEAR 8
Band (High School)	11.0%	12.5%	14.0%	15.5%
Band (Jr. High; 2 positions)	4.0%	5.0%	6.0%	7.0%
Summer Bands	5.0%	5.5%	6.0%	6.5%
Book Store	4.0%	4.5%	5.0%	5.5%
Safety Patrol	4.0%	5.0%	6.0%	7.0%
Noon Hour Supervision (Jr. & Sr. High)	One less class period			
Detention Hour Duty	Hourly rate as specified in Art. IX, Section B.			
Department Chairpersons (All)	3.0%	3.5%	4.0%	4.5%
Teaching Mentor	1.5%	2.0%	2.5%	3.0%
Summer Registrar (Middle School)	5.5%	6.0%	6.5%	7.0%
Summer Registrar (High School)	11.0%	11.5%	12.0%	12.5%
Chapter I - Asst. Center Teacher	11.0%	11.5%	12.0%	12.5%
TAG	6.0%	6.5%	7.0%	7.5%
Varsity Football - Head Coach	16.0%	17.0%	18.0%	19.0%
Varsity Football - Assistant Coach	10.0%	11.0%	12.0%	13.0%
Jr. Varsity - Head Coach	10.0%	11.0%	12.0%	13.0%
Jr. Varsity - Assistant Coach	8.0%	9.5%	11.0%	12.5%
9th Grade Football - Head Coach	8.0%	9.5%	11.0%	12.5%
9th Grade Football - Assistant Coach	7.5%	9.0%	10.5%	12.0%
Varsity Basketball - Head Coach	16.0%	17.0%	18.0%	19.0%
Jr. Varsity Basketball - Head Coach	10.0%	11.0%	12.0%	13.0%
9th Grade Basketball - Head Coach	9.0%	10.0%	11.0%	12.0%
Varsity Track - Head Coach	11.0%	12.0%	13.0%	14.0%
Varsity Track - Assistant Coach	8.0%	9.0%	10.0%	11.0%
Varsity Baseball - Head Coach	11.0%	12.0%	13.0%	14.0%
Jr. Varsity Baseball - Head Coach	8.0%	9.0%	10.0%	11.0%
9th Grade Baseball - Head Coach	7.0%	8.0%	9.0%	10.0%
Wrestling - Head Coach	12.0%	13.0%	14.0%	15.0%
Wrestling - Assistant Coach	8.0%	9.0%	10.0%	11.0%
9th Grade Wrestling - Head Coach	6.0%	7.0%	8.0%	9.0%
Cross Country - Head Coach	8.0%	9.0%	10.0%	11.0%
Tennis - Head Coach	8.0%	9.0%	10.0%	11.0%
Tennis - Assistant Coach	4.0%	5.0%	6.0%	7.0%
Golf - Head Coach	8.0%	9.0%	10.0%	11.0%
Golf - Assistant Coach	4.0%	5.0%	6.0%	7.0%

DUTY	STEP 1	STEP 2	STEP 3	YEAR 8
Swimming - Head Coach	12.0%	13.0%	14.0%	15.0%
Swimming - Assistant Coach	7.0%	8.0%	9.0%	10.0%
Varsity Gymnastics	7.0%	8.0%	9.0%	10.0%
Bowling	7.0%	8.0%	9.0%	10.0%
Volleyball - Head Coach	10.0%	11.0%	12.0%	13.0%
Volleyball - Assistant Coach	7.0%	8.0%	9.0%	10.0%
Softball - Head Coach	11.0%	12.0%	13.0%	14.0%
Jr. Varsity Softball	8.0%	9.0%	10.0%	11.0%
9th Grade Softball	7.0%	8.0%	9.0%	10.0%
Cheerleading Jr. Varsity	4.5%	5.0%	5.5%	6.0%
Cheerleading - High School (Sideline)	7.0%	7.5%	8.0%	8.5%
Cheerleading - High School (Competitive)	7.0%	7.5%	8.0%	8.5%
Cheerleading 9th Grade	4.0%	4.5%	5.0%	5.5%
JUNIOR HIGH				
7th & 8th Grade Track - Head Coach	6.0%	7.0%	8.0%	9.0%
7th & 8th Grade Basketball - Head Coach	6.0%	7.0%	8.0%	9.0%
Swimming	4.0%	5.0%	6.0%	7.0%
Wrestling	4.5%	5.5%	6.5%	7.5%
Volleyball (7th grade team)	4.0%	5.0%	6.0%	7.0%
Volleyball (8th grade team)	4.0%	5.0%	6.0%	7.0%
Cheerleading (7th & 8th grade)	4.0%	4.5%	5.0%	5.5%

SCHEDULE C

The following shall be applicable to those teachers who are employed on a part-time basis. A part-time teacher is defined as one fulfilling less than a normal teaching day or a normal teaching load as specified in Article VI.

Part-time teachers shall be classified for salary purposes in the same manner as full-time teachers in Schedule A except as hereinafter provided.

1. Teachers teaching part-time shall be prorated for the actual time employed at the teacher's proper step and classification in accordance with Schedule A. (Page 45)
2. Teachers who have part-time experience in this system and who are then hired on a full-time basis shall be placed on the nearest step above that which would be equivalent to their total experience in this system.
3. Teachers who are teaching one-half time in this system and who have prior experience shall receive for such experience one-half the amount they would receive if teaching full-time.
4. All new teachers hired to teach one-half time in this system shall be placed on step in accordance with Article IX of this Agreement.

SCHEDULE D

1994 - 1995

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$44.49		\$40.98		\$37.49	30
25		\$43.69		\$40.27		\$36.87	25
20		\$42.90		\$39.56		\$36.24	20
15		\$42.10		\$38.85		\$35.61	15
10		\$41.31		\$38.14		\$34.98	10
9	184%	\$40.51	170%	\$37.43	156%	\$34.35	9
8	173%	\$38.09	160%	\$35.23	146%	\$32.15	8
7	162%	\$35.67	151%	\$33.25	138%	\$30.38	7
6	152%	\$33.47	142%	\$31.27	131%	\$28.84	6
5	142%	\$31.27	133%	\$29.28	124%	\$27.30	5
4	133%	\$29.28	125%	\$27.52	118%	\$25.98	4
3	125%	\$27.52	118%	\$25.98	113%	\$24.88	3
2	118%	\$25.98	112%	\$24.66	108%	\$23.78	2
1	112%	\$24.66	107%	\$23.56	103%	\$22.68	1
0	107%	\$23.56	103%	\$22.68	100%	\$22.02	0

SCHEDULE D

1995 - 1996

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$45.42		\$41.85		\$38.27	30
25		\$44.61		\$41.12		\$37.63	25
20		\$43.80		\$40.39		\$36.99	20
15		\$42.99		\$39.67		\$36.35	15
10		\$42.17		\$38.94		\$35.71	10
9	184%	\$41.36	170%	\$38.22	156%	\$35.07	9
8	173%	\$38.89	160%	\$35.97	146%	\$32.82	8
7	162%	\$36.42	151%	\$33.95	138%	\$31.02	7
6	152%	\$34.17	142%	\$31.92	131%	\$29.45	6
5	142%	\$31.92	133%	\$29.90	124%	\$27.88	5
4	133%	\$29.90	125%	\$28.10	118%	\$26.53	4
3	125%	\$28.10	118%	\$26.53	113%	\$25.40	3
2	118%	\$26.53	112%	\$25.18	108%	\$24.28	2
1	112%	\$25.18	107%	\$24.05	103%	\$23.15	1
0	107%	\$24.05	103%	\$23.15	100%	\$22.48	0

SCHEDULE D

1996 - 1997

STEP	% BASE	CLASS III	% BASE	CLASS II	% BASE	CLASS I	STEP
30		\$46.32		\$42.69		\$39.03	30
25		\$45.50		\$41.95		\$38.38	25
20		\$44.67		\$41.20		\$37.73	20
15		\$43.84		\$40.46		\$37.08	15
10		\$43.02		\$39.72		\$36.42	10
9	184%	\$42.19	170%	\$38.98	156%	\$35.77	9
8	173%	\$39.67	160%	\$36.69	146%	\$33.48	8
7	162%	\$37.15	151%	\$34.62	138%	\$31.64	7
6	152%	\$34.85	142%	\$32.56	131%	\$30.04	6
5	142%	\$32.56	133%	\$30.50	124%	\$28.43	5
4	133%	\$30.50	125%	\$28.66	118%	\$27.06	4
3	125%	\$28.66	118%	\$27.06	113%	\$25.91	3
2	118%	\$27.06	112%	\$25.68	108%	\$24.76	2
1	112%	\$25.68	107%	\$24.54	103%	\$23.62	1
0	107%	\$24.54	103%	\$23.62	100%	\$22.93	0

**MEMORANDUM OF AGREEMENT
PRE-K TEACHER BARGAINING UNIT STATUS**

The parties mutually agree that if the Pre-K program becomes subject to state funding those Pre-K teachers in the program shall be bargaining unit members.

Michael A Steplins

For the Association

Terril A. Hiencke

For the Board of Education

September 1, 1989

Date

WYOMING PUBLIC SCHOOLS
CONFIDENTIAL TEACHER EVALUATION FORM
PLAN B

Teacher _____ Grade/Subject _____
 Evaluator _____ School _____ Date _____
 Probationary _____ Tenure _____

I. INTERPERSONAL RELATIONSHIPS

- Relationship with Pupils
 - Gains confidence and respect of pupils
 - Can work with pupils of various backgrounds
- Relationship with Parents
 - Willing to arrange conferences
 - Uses tact and consideration
 - Works understandingly and cooperatively with parents
- Teacher — Staff Relationships
 - Cooperates with colleagues
 - Accepts share of responsibility
 - Respects opinions of others
 - Participates in professional associations
 - Accepts and uses suggestions

II. TEACHING EFFECTIVENESS

- Planning and Preparation
 - Devotes time to gathering materials for teaching
 - Uses textbooks and supplemental materials appropriately
 - Plans thoroughly both on short and long term basis
 - Uses community resources appropriate to the course of study
 - Evidence of lesson plans
 - Knowledge of subject matter
- Ability to Instruct
 - Varies teaching methods through the use of audio/visual aids
 - Is able to motivate student interest
 - Develops skills of problem solving and critical thinking in pupils
- Ability to Evaluate
 - Makes use of school records in assessing pupil progress—keeps accurate records
 - Recognizes individual differences and has reasonable expectation levels
 - Uses a variety of evaluation devices
 - Provides individual counseling when needed
- Classroom Atmosphere
 - Provides an environment for cooperation and participation
 - Encourages well-directed purposeful activities
 - Handles discipline problems effectively
 - Is fair with pupils
 - Pays attention to the physical facilities of the classroom

III. PROFESSIONAL INVOLVEMENT

- Seeks suggestions from administration

Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments

	Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments
Keeps aware of educational developments						
Willing to experiment with new methods						
Participates in In-Service meetings						
Adheres to administrative policies						
Comments _____						

IV. PERSONAL CHARACTERISTICS

	Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments
Appearance — Health						
General Appearance						
Stamina for the job of teaching						
Appropriate sense of humor						
Attitudes						
Completes tasks efficiently and on time						
Profits from constructive criticism						
Demonstrates flexibility						
Shows good judgment, tact						
Reliable						
Uses initiative, creativity						
Attempts to improve weakness						
Punctual						

V. OVERALL EFFECTIVENESS

Comments by Principal: _____

Comments by Teacher: _____

Overall Performance of this Teacher is: ___ Satisfactory ___ Unsatisfactory ___ Needs Improvement

Signatures

Teacher Date

Evaluator Date

APPENDIX B
WYOMING PUBLIC SCHOOLS
CLASSROOM OBSERVATION FORM
PLAN B

Teacher _____ School _____

Date _____ Time of Observation _____

Observed — Whole lesson _____ Beginning _____ Middle _____ End _____

The administrator should record observation information on this form and attach any other form and/or comments used to evaluate classroom performance.

I. Teaching Effectiveness

A. Demonstrates Evidence of Planning and Preparation _____

B. Demonstrates Ability to Instruct _____

C. Demonstrates the Ability to Evaluate _____

D. Classroom Atmosphere _____

II. Overall Effectiveness

Summary Comments: _____

APPENDIX B
WYOMING PUBLIC SCHOOLS
CLASSROOM OBSERVATION FORM
PLAN B

Overall Assessment of Performance to Date: _____ Satisfactory _____ Unsatisfactory _____ Needs Improvement

Signatures

Teacher Date

Evaluator Date

Teacher Comments: _____

**APPENDIX A
WYOMING PUBLIC SCHOOLS
WYOMING COMMUNITY EDUCATION
EVALUATION FORM
PLAN B**

Teacher _____
Administrator _____

Class _____
Date/Time _____

I. INSTRUCTIONAL SKILLS

- Provides instruction at a level that students can understand
- Shows evidence of planning
- Uses a variety of materials, methods and teaching techniques
- Provides experiences that encompass the community as a learning base
- Current course outline is available
- Atmosphere of the room is conducive to learning

II. VOCATIONAL/TECHNICAL

- A balance between instruction and application exists
- Students have an opportunity to learn by trial and error

III. PERSONAL QUALITIES

- Shows reliability, is punctual, accepts and complete duties promptly and accurately
- Shows enthusiasm, enjoys teaching, displays interest
- Shows friendliness, has a genuine interest in others

IV. TEACHER-ADMINISTRATION RELATIONS

- Reports on an accurate and timely basis
- a. Attendance
- b. Time Sheets
- c. Mileage Sheets
- d. Petty Cash Forms
- Assists in recruitment of students
- A pattern of retention or non-retention of students exists

V. OVERALL EFFECTIVENESS

Comments by Administrator: _____

Comments by Teacher: _____

Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments

Signatures

Teacher _____ Date _____
Evaluator _____ Date _____

APPENDIX B
WYOMING PUBLIC SCHOOLS
WYOMING COMMUNITY EDUCATION
CLASSROOM OBSERVATION FORM
PLAN B

Teacher _____ Class _____
Date _____ Time of Observation _____

The administrator should record observation information on this form and attach any other form and/or comments used to evaluate classroom performance.

I. Instructional Skills

- A. Provides instruction at a level that students can understand _____
- B. Shows evidence of planning _____
- C. Uses a variety of materials, methods and teaching techniques _____
- D. Provides experiences that encompass the community as a learning base _____
- E. Current course outline is available _____
- F. Atmosphere of the room is conducive to learning _____

Summary Comments: _____

II. Vocational/Technical

- A. A balance between instruction and application exists _____
- B. Students have an opportunity to learn by trial and error _____

Summary Comments: _____

III. Personal Qualities

- A. Shows reliability, is punctual, accepts and completes duties promptly and accurately _____
- B. Shows enthusiasm, enjoys teaching, displays interest _____
- C. Shows friendliness, has a genuine interest in others _____

Summary Comments _____

IV. Overall Effectiveness

Summary Comments: _____

Overall Assessment of Performance to Date: _____Satisfactory _____Unsatisfactory _____Needs Improvement

Signatures

Teacher _____ Date _____

Evaluator _____ Date _____

APPENDIX C
 WYOMING PUBLIC SCHOOLS
 WYOMING COMMUNITY EDUCATION
MID-YEAR REVIEW AND REPORT
 PLAN B

Teacher _____

School _____

Administrator _____

Date/Time _____

	Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments
I. INSTRUCTIONAL SKILLS						
Provides instruction at a level that students can understand						
Shows evidence of planning						
Uses a variety of materials, methods and teaching techniques						
Provides experiences that encompass the community as a learning base						
Current course outline is available						
Atmosphere of the room is conducive to learning						
II. VOCATIONAL/TECHNICAL						
A balance between instruction and application exists						
Students have an opportunity to learn by trial and error						
III. PERSONAL QUALITIES						
Shows reliability, is punctual, accepts and complete duties promptly and accurately						
Shows enthusiasm, enjoys teaching, displays interest						
Shows friendliness, has a genuine interest in others						
IV. TEACHER-ADMINISTRATION RELATIONS						
Reports on an accurate and timely basis						
a. Attendance						
b. Time Sheets						
c. Mileage Sheets						
d. Petty Cash Forms						
Assists in recruitment of students						
A pattern of retention or non-retention of students exists						

V. OVERALL EFFECTIVENESS

Comments by Administrator: _____

Comments by Teacher: _____

Signatures

 Teacher Date

 Evaluator Date

APPENDIX D
TEACHER PERFORMANCE
PLAN OF ASSISTANCE

If consistent deficiencies persist after evaluation and specific recommendation made during evaluation are not followed or performance is still unsatisfactory a written plan of assistance will be constructed.

The plan will include the following:

1. Statement of deficiency
A direct reference to teacher evaluation specifying area of unsatisfactory performance.
2. Statement of plan of assistance
 - (a) Purpose
 - (b) Role of Administrator
 - (c) Directive that plan is to be followed
 - (d) What action will occur if desired improvements are not achieved or directive satisfactorily met.
3. Program to be followed
 - (a) Specific statement as to what is expected of the teacher
 - (b) Series of activities and time lines to correct deficiency
 - (c) Additional assistance that will be offered by Administrator and other resources.
4. Monitoring System
 - (a) Schedule of conferences and observations to determine progress
 - (b) Specific time for final assessment.
5. Final Evaluation
Assessment of satisfactory or unsatisfactory achievement of program.
6. Recommendation
Statement of future employment of teacher.

APPENDIX E

TEACHING FIELD OR SUBJECT: NORTH CENTRAL

(A teacher may qualify to teach a certain subject by taking and passing a proficiency examination, provided an accredited college certifies that the teacher has demonstrated competency equal to one having completed the required preparation.)

AGRICULTURE - 24 semester hours in agriculture.

ART - 24 semester hours in art.

BUSINESS - 24 semester hours in business with at least one college course in each high school subject to which he/she is assigned.

ENGLISH - An English teacher shall have at least 24 semester hours in English. These shall include an appropriate distribution of courses in literature and composition. Five (5) semester hours in speech and/or journalism may be counted toward meeting this requirement.

FOREIGN LANGUAGES - 20 semester hours in each foreign language to which a teacher is assigned. One (1) semester hour may be allowed for each unit of high school foreign language, but not to exceed two (2) hours.

HEALTH - A teacher of health must first qualify under these standards for some specific teaching field and must have at least eight (8) hours of health related courses. A full major in health alone (20 semester hours) will qualify a teacher under this requirement.

HOME ECONOMICS - 24 semester hours in home economics.

HUMANITIES - 24 semester hours of courses appropriately distributed among subjects included in the course. Because this course often includes such areas as art, music, literature, philosophy, and social studies, members of a team responsible for the course shall be qualified in the areas they are teaching.

INDUSTRIAL TECHNOLOGY - 20 semester hours in industrial arts including at least (1) course in each subject taught. (Interpretation: Teachers of drafting, general drawing, or mechanical drawing are approved under this standard. They may also qualify by combining art and/or industrial arts to make 20 semester hours. If an individual has qualified in the field, five (5) semester hours in drawing is sufficient.

INTERDISCIPLINARY STUDIES - 24 semester hours appropriately distributed among the subjects included in the core or block-of-time.

JOURNALISM - A major in journalism of 24 semester hours or more, or a minimum of five semester hours in journalism plus sufficient additional work in related fields to total at least 24 semester hours.

MATHEMATICS - 20 semester hours of credit in mathematics which need not correspond to high school courses to which a teacher is assigned. One semester hour may be allowed for each unit of high school mathematics, but not to exceed two hours.

MUSIC - 24 semester hours in music, with course work appropriate to the teacher's assignment.

PHYSICAL EDUCATION - 20 semester hours in physical education.

READING - A major in reading of at least 24 semester hours, or a minimum of five semester hours in reading plus sufficient additional work in English and/or related fields to total at least 24 semester hours.

RELIGIOUS STUDIES (Non-Doctrinal) - A teacher of non-doctrinal religious studies must meet the NCA requirements for a teacher of English, social studies, or humanities, with at least six (6) semester hours in religious studies appropriate to the specific courses being taught by the teacher.

SCIENCE - 24 semester hours in the field of science, appropriately distributed in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State Committee.

SOCIAL STUDIES - 24 semester hours in the field of social studies, appropriately distributed in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State Committee.

SPEECH - A major of 24 semester hours or more in speech and dramatic arts or a minimum of eight (8) semester hours in speech plus sufficient additional work in English to total at least 24 semester hours.

ALL OTHER SUBJECTS - Teachers of these subjects and of all other subjects for which NCA requirements have not been established, will be approved by the Commission if they hold a certificate for the respective field issued by the state in which they are teaching. In the absence of such state certification, approval is left to the judgment of the State Committee.

APPENDIX F

Calendar
1994 - 1995

FIRST SEMESTER

August 26	New Teacher In-service/Board Tour
August 29	Teacher Day Only
August 30	First Student Day (Grades 1-12) A.M. Instruction - Students P.M. Teacher Work
August 31	First Full-day for Students (Grades EC-12)
September 2 - September 5	Labor Day Recess
November 11	Teacher Work Day * No School - All Students
November 24 & 25	Thanksgiving Recess
December 19 - January 2	Winter Break
January 20	End of First Semester A.M. Instruction P.M. Records

SECOND SEMESTER

January 23	First Day of Second Semester Instruction All Day
February 24 - February 27	Mid-Winter Break (Snow/Make-up)
March 31	Teacher Work Day * No School - All Students
April 3 - April 7	Spring Break
April 14	A.M. Instruction P.M. No School
May 29	Memorial Day - No School
June 13	Last Day of School A.M. Instruction P.M. Records
June 14	A.M. Records P.M. Site-based Management

* This day may be scheduled for conferences or an alternate amount of time may be scheduled within each building.

School Year In-Service - 3 hours In-Service/Collaborative time to be scheduled outside the teacher day within each building. This time may be incorporated into the building's schedule.

Spring In-Service - P.M. In-Service to be scheduled within each building. Building calendars will include five (5) half days to be used for conferences, assessment, in-service training, and for records.

NOTE: A Committee of Administrators and WEA/WESSA representatives will meet to establish calendars for the 1995-96 school years.

APPENDIX G

GRIEVANCE REPORT FORM

Grievance # _____

Wyoming Public Schools/Kent County Education Association

Submit to Principal in Duplicate

--	--	--	--

Name of Grievant

Building

Assignment

Date Filed

LEVEL I

- A. Date cause of Grievance Occurred _____
- B. 1. Statement of Grievance _____

- 2. Relief Sought _____
- C. Date of Initial Verbal Meeting with Principal _____
- D. Position of Grievant and/or Association _____

Signature

Date

LEVEL II

- A. Date of Second Meeting with Principal _____
- B. Disposition by Principal _____

Signature of Principal

Date

- C. Position of Grievant and/or Association _____

Signature of Grievant

Date

Signature of Assoc. Rep.

Date

If additional space is needed for reporting, attach additional sheets.

LEVEL III

A. Date Received by Association Grievance Committee _____

B. Disposition of Association Grievance Committee _____

Signature Date

C. Date Received by Superintendent or Designee _____

D. Disposition of Superintendent or Designee _____

Signature Date

LEVEL IV

Binding Arbitration

Must be submitted
at least 30 days prior
to anticipated date
of implementation

WYOMING PUBLIC SCHOOLS
WYOMING EDUCATION ASSOCIATION

REQUEST FOR MASTER CONTRACT VARIATION
Article XII, F. Experimental Programs/School Improvement

Building _____ Today's Date _____

Contact Person _____ Building A.R. _____

Staff members involved in planning: _____

Process used for decision-making: vote _____
 majority _____
 2/3 _____
 consensus _____
 quorum _____
 secret ballot _____
 other _____

Description of the proposed program _____

Anticipated contract implications (if known) _____

Impact on other staff (list staff and impact) _____

Clearly identify goals and objectives of program _____

Describe process for evaluation _____

Timeline: Proposed starting date _____
 Proposed ending date _____

Date for evaluation _____

Distribution: Principal, Superintendent of Instruction, WEA Office

LETTER OF UNDERSTANDING
HORIZONS

1. The existing Horizons instructors will be transferred for seniority placement to the K-12 computation.
2. The current Horizons Community Education seniority will be transferred to K-12.
3. All active K-12 instructors with previous Horizons seniority will be granted the equivalent seniority on the K-12 computation forfeiting existing Community Education seniority.
4. Staffing levels will be determined by allocating one (1) full-time instructor for every twenty (20) FTEs to a maximum of seven (7) teachers.
5. Reduction of staff may occur if at the end of the first two (2) weeks of each semester, the ratio of state fundable students per teacher is less than nine (9) to one (1).
6. Delete language for hiring additional instructors.
7. All references to Horizons in Master Agreement language relative to Community Education will be enforced.

LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATION ASSOCIATION (WEA) &
THE WYOMING EDUCATIONAL SUPPORT STAFF
ASSOCIATION (WESSA)/KCEA

RE: CHARTER SCHOOL

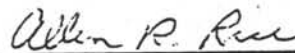
JUNE 23, 1994

The above named parties agree to the following provisions regarding Charter School for the 1994-95 school year:

1. *Staff members will be covered by all existing contract language including salary and benefits.*
2. *All staff members will be afforded due process of law and just cause protection in discipline and dismissal. Employees will cease to be considered probationary as per the Master Agreement.*
3. *No staff member may serve on the Charter Board of Directors.*
4. *Periodically, guest lecturers/adjunct staff members will be used to augment a specific offering and enhance curriculum, however, no staff member will be reduced as a direct result nor will the guest lecturers/adjunct staff members become bargaining unit members.*
5. *This letter of understanding shall expire at the end of the 1994-95 contract year. The parties shall meet to discuss the effectiveness of these provisions and consider extending them at their mutual convenience.*



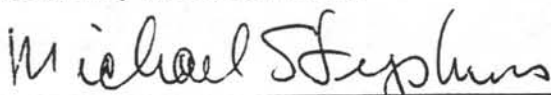
Lee W. Pierce, Assistant
Superintendent



Al Rice, WEA President



Rose Pratt, WESSA President



Michael Stephens, Executive Director
KCEA

Dated this 23rd day of June, 1994.

LETTER OF UNDERSTANDING
BETWEEN
THE WYOMING PUBLIC SCHOOLS
AND
THE WYOMING EDUCATION ASSOCIATION/KCEA
RE: HUNTINGTON WOODS
MAY 24, 1994

The above named parties agree to the following provisions regarding exceptions to the Master Agreement, extension of the school year and the intersession program at Huntington Woods Elementary School. The parties also recognize that additional exceptions from time to time may be needed due to the nature of this program.

1. This agreement shall expire at the end of the 1994-95 school year.
2. Neither party shall claim nor rely upon precedent set by this agreement.
3. The school calendar, which is at variance with the negotiated calendar, is attached and is part of this agreement.
4. The split grade requirements found in Article VII,A.1.b, shall be waived due to the nature of the program.
5. The daily student contact limits found in Article VI.A.1., shall be waived provided the weekly equivalent is not exceeded.

6. The requirement for the distribution of school improvement funds found in Article IX.1., shall be waived in favor of a distribution system to be determined by the consensus of the staff at Huntington Woods.
7. Except in reduction in force, employees will be selected on a voluntary basis.
8. No employee will be required to work more than the existing Master Agreement requirements to teach an intersession.
9. The compensation for intersessions will be at the negotiated base rate prorated hourly (salary divided by 1,295 hours).
10. Staff meeting may be held at any time as provided in Article VI.A.3.

Lee W. Pierce
Lee W. Pierce
Assistant Superintendent

5/24/94
Date

Allen R. Rice
Allen Rice
WEA President

5/24/94
Date

Kaye Mentley
Kaye Mentley, Principal
Huntington Woods Elementary

8-18-94
Date

Michael Stephens
Michael Stephens, KCEA
Executive Director

8/16/94
Date

LETTER OF UNDERSTANDING

BETWEEN

THE WYOMING EDUCATION ASSOCIATION (WEA) &

**THE WYOMING EDUCATION SUPPORT STAFF
ASSOCIATION (WESSA)/KCEA**

RE: COMMUNITY EDUCATION STAFFING

The above named parties agree to the following provision regarding Community Education staffing for the 1994-95 school year:

1. Total of 22.5 full-time instructors and 9.0 paraprofessionals will be employed if the community education cap on FTE of 480 is obtained and audited on the designated 4th Friday.
2. If an increase or decrease of more than 30 hours occurs or a major change in state aid occurs, both parties will reconvene for further consideration.
3. The outline for staff assignments if the 480 FTE is secured will be:

	Teachers	Paraprofessionals	FTE	Ratio
ABE/ESL/Succ Lrn	8	6	233	29
Seniors	2	1	70	35
VOC Ed Nurse	2		46	23
Elect	1		13	13
CAD	1	1	22	22
REF	1		17	17
Auto	3		50	17
Computer	1.5		20	14
Job Club	2	1	0	-
Ind. Study	1		9	9
TOTAL	22.5	9	480	

4. The allocation of teachers will remain at minimally the 22.5 and 9.0 full-time paraprofessionals (30 hours per week), if the Fourth Friday cap is secured. In the event that the specific program FTE falls below the ratio designated in this agreement, individual program staff adjustments can be made on a pro-rata basis using the ratio. It is the intent of the agreement to maintain 22.5 full time teachers and 9.0 paraprofessionals. If 480 FTE cap is secured and fully funded, however, teacher and paraprofessional assignments will be directly related to program FTE numbers. All staff may be required to fulfill multiple/split assignment to maintain full-time status. Paraprofessional positions will be filled at a bidding meeting by seniority.

5. *In the event that the Wyoming Public Schools Charter School Program is fully funded and the 125 FTE for Alternative Education is added to the Community Education FTE Cap, up to an additional equivalent 4 full time teachers will be assigned on a pro-rata basis until the 125 is secured.*
6. *This letter of understanding shall expire at the end of the 1994-95 contract year. The parties shall meet to discuss the effectiveness of these provisions and consider extending them at their mutual convenience.*
7. *This letter of understanding supercedes the following contract language:*
 - a. *Article V.R.1.2.3.*
 - b. *Article VIII.E.2. OMIT; 3.Delete all but Horizons, move Horizons to Article 8.2.b.; Delete E.3.c.*
 - c. *Both parties reserve the right to discuss any and all specific issues that may arise in the implementation of the letter of understanding.*



Lee W. Pierce
Assistant Superintendent



Allen Rice, WEA President



Rose Pratt, WESSA President



Michael Stephens, Executive Director
KCEA

Dated this 23rd day of June, 1994

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NOTES

NOTES

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. The second part of the document provides a detailed explanation of the double-entry accounting system, which is the foundation of modern accounting. It describes how debits and credits are used to record transactions and how they affect the accounting equation. The third part of the document discusses the various types of accounts used in accounting, including assets, liabilities, equity, and income. It explains how these accounts are classified and how they are used to prepare financial statements. The fourth part of the document discusses the process of adjusting entries, which are necessary to ensure that the financial statements are accurate and reflect the true financial position of the company. The fifth part of the document discusses the process of closing the books, which involves transferring the balances of the temporary accounts to the permanent accounts. The sixth part of the document discusses the importance of internal controls, which are designed to prevent and detect errors and fraud. The seventh part of the document discusses the importance of auditing, which is the process of examining the financial statements to ensure that they are accurate and reliable. The eighth part of the document discusses the importance of financial reporting, which is the process of providing information about the financial performance of the company to its stakeholders. The ninth part of the document discusses the importance of budgeting, which is the process of planning and controlling the company's financial resources. The tenth part of the document discusses the importance of cost accounting, which is the process of determining the costs of the company's products and services. The eleventh part of the document discusses the importance of tax accounting, which is the process of determining the company's tax liability. The twelfth part of the document discusses the importance of financial management, which is the process of making decisions about the company's financial resources. The thirteenth part of the document discusses the importance of financial analysis, which is the process of evaluating the company's financial performance. The fourteenth part of the document discusses the importance of financial forecasting, which is the process of predicting the company's future financial performance. The fifteenth part of the document discusses the importance of financial risk management, which is the process of identifying and managing the company's financial risks. The sixteenth part of the document discusses the importance of financial compliance, which is the process of ensuring that the company's financial practices comply with applicable laws and regulations. The seventeenth part of the document discusses the importance of financial transparency, which is the process of providing clear and accurate information about the company's financial performance. The eighteenth part of the document discusses the importance of financial innovation, which is the process of developing new financial products and services. The nineteenth part of the document discusses the importance of financial sustainability, which is the process of ensuring that the company's financial resources are available for the long term. The twentieth part of the document discusses the importance of financial ethics, which is the process of ensuring that the company's financial practices are fair and honest.

