

13131 Brook Street  
P.O. Box 219  
Wolverine, MI 49799

**FACSIMILE TRANSMITTAL COVER SHEET**

Number of pages including cover sheet: 97

**WOLVERINE COMMUNITY SCHOOLS**

To: Patrick LeDright

Institution: Markinas Center for Public Policy

Fax Number: 989-631-8964

Date: January 15, 2008

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From: Wolverine Central Office

Phone Number: 231/525-8201

Fax Number: 231/525-8591

Name: Chiriam Shankleton

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07 31 2008  
MEA  
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Comments:

(44 pgs)

(52 pgs)

Certified and Support Staff  
Contracts per your request.

Support will immediately follow Certified

13131 Brook Street  
P.O. Box 219  
Wolverine, MI 49799

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**FACSIMILE TRANSMITTAL COVER SHEET**

Number of pages including cover sheet: 3

**WOLVERINE COMMUNITY SCHOOLS**

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To: Patrick Wright  
Institution: Mackinac Center  
Fax Number: 989-631-0964  
Date: January 15, 2008

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From: Wolverine Central Office  
Phone Number: 231/525-8201  
Fax Number: 231/525-8591  
Name: Chiriam Shankleton

**Comments:**

These are the two missing pages from the Certified Contract. They were in possession of MEA for signatures and apparently have been lost. We are now getting all new signatures, but this should complete that contract. Any questions, please call me.

If you do not receive all pages or transmission is unclear, please notify. Thank you.

**AGREEMENT**

**Between the**

**WOLVERINE COMMUNITY SCHOOL DISTRICT**

**WOLVERINE, MICHIGAN**

**and the**

**MICHIGAN EDUCATION ASSOCIATION**

**September 1, 2005 - July 31, 2008**

CBA.Final

April 19, 2007

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### **SECTION 1.1 RECOGNITION**

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

### **SECTION 1.2 - WITNESS**

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

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

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

### **SECTION 1.3 - EXTENT OF AGREEMENT**

- A. This agreement entered into this \_\_\_\_\_, by and between the Board of Education of Wolverine School District, Wolverine, Michigan, hereinafter called the "Board" and the Northern Michigan Education Association/MEA/NEA, hereinafter called the "Association."
- B. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. The Board retains the right to pass school policy which is not in conflict with this contract and that policy shall be binding upon the teachers.
- C. Any individual contract between the Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this agreement and any individual contract hereafter executed shall expressly be made subject to and consistent with terms of this or subsequent agreements to be executed by the parties.
- D. This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.

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- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.
- E. Each calendar year, employees will execute an authorization for political action deductions. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- F. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organization shall not be required to join or maintain Association membership or financially support the Association as a condition of employment. However, such employee shall be required, in lieu of periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code selected from the following list:
1. American Cancer Society
  2. American Red Cross
  3. Wolverine Education Foundation

- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provisions of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. Should the indemnification provisions set forth above be declared unenforceable or void by a court or agency of competent jurisdiction, the union security and payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this Agreement. The Association shall provide costs to the District in the amount of \$30.00 per year for administrative costs in making political dues deductions.
- H. The Board agrees to deduct from the salaries of teachers, upon their written authorization, optional insurance benefits (optional MESSA benefits), United Fund, Voluntary political action contributions to MEA-PAC and the NEA Fund for Children and Public Education, and the jointly approved list of tax sheltered annuities or investments. At least ten (10) employees must be subscribers to continue deductions. An Agreement that has enrollees will be continued as long as members continue to participate in the identified plan, even if that number is fewer than 10.
- I. Direct deposit of paychecks shall be made available to each teacher upon signed authorization to deposit their salary in the financial institution of his/her choice, subject to the rules and regulations of such institution.

#### **SECTION 1.6 - GRIEVANCE PROCEDURE**

A. Definitions:

1. A grievance is an alleged violation, misinterpretation or misapplication of the express terms of this contract.
2. The aggrieved party is the person, persons, or the Association making the claim.
3. The term teacher includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A party of interest is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problems.
5. The term "days" shall mean school days unless otherwise stated.



6. Failure to receive a decision within prescribed time limits shall be deemed a refusal of grievance and the grievance may then be filed at the next level.
7. If any teacher for whom a grievance is filed shall be fired but found to have been unjustly and without just cause for discharge, he/she shall be reinstated and given back pay for lost work time and their record cleared of any reference to the action.
8. A teacher who must be involved in the process of a grievance because he/she filed the grievance or was witness to the said grievance, that teacher shall be excused from work with pay for this grievance processing purpose. This is to cover grievances, which cannot be heard other than during regular scheduled working hours.

**B. Purpose:**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the rights of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of the procedures. Individual Grievants may not proceed beyond Level 5. Individual Grievants may not proceed beyond Level 5.

**C. Structure:**

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

**D. Procedure**

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

3. **Levels of Action:**

**Level 1**

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

**Level 2**

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

**Level 3**

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

**Level 4**

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

**Level 5**

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

### **Level 6**

If the Association is not satisfied with the disposition of the grievance or if no disposition had been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association shall have 30 school days to notify the superintendent that they are filing for arbitration. If the parties cannot agree as to the arbitrator within 5 calendar days from notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

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

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

Arbitrator shall have no power to:

1. Hear the non-renewal of a probationary teacher;
2. Hear any matter for which the State Tenure Commission has jurisdiction;
3. Review content of employee evaluations;

### **E. Rights of Representation:**

Any party of interest may be represented by the Association Representative at all meetings and hearings at any court of competent jurisdiction.

### **F. Miscellaneous:**

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

5. Forms for filing and processing grievance shall be in the Appendix of the agreement and the superintendent shall make copies available to the Association.
6. Access shall be made available to all parties, places and records for all information necessary to the determination of and processing of the grievance.
7. If the grievance affects more than one building then it may be filed directly with the superintendent at Level 4.

### **SECTION 1.7 - NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this procedure, neither party shall have control over the selection of negotiation or bargaining representatives from within or outside the school district. It is recognized that final ratification by a majority of the Board of Education and a majority of the membership of the Association is necessary by the parties mutually to pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement, in any such negotiations, either party may invoke the mediation of the Michigan Employment Relations Commission.
- D. At least sixty days prior to expiration of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.
- E. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the board shall be released from regular duties without loss of salary.

### **SECTION 1.8 - SENIORITY**

- A. No later than thirty (30) days following the ratification of this agreement and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment. In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing.

The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association Representatives to be in attendance.

- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. A copy of the seniority list will be placed in the first pay of each teacher after the initial posting. Revisions and updates of the seniority list shall also be published and posted at the beginning of the second semester. A copy of the seniority list shall be forwarded to the Association when posted. Within twenty (20) days of posting objections to seniority list shall be filed, thereafter the list shall be final and conclusive.

### **SECTION 2.1 - HIRING, VACANCIES, PROMOTIONS AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers and in the best interest of students. Requests by a teacher for a transfer to a different class or position shall be made in writing one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the grade or position sought and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the Board.
- B. Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue interruption of the existing instructional program. If the superintendent, in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary basis or a tentative basis until the end of the normal school year at which time the position will be considered vacant. No vacancy shall be filled until at least 15 days written notice of a vacancy has been given to the Association.
- C. An involuntary transfer will be made only in case of an emergency, to prevent undue disruption of the instructional program, or to meet student educational needs. In the event that an involuntary transfer is necessary, the teacher in that grade level or subject area with the least seniority with the necessary certifications and qualifications shall be the teacher transferred.
- D. **Vacancies**
1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence.
  2. "Permanent Vacancy" shall mean a bargaining unit position newly created (including but not limited to, positions created by increased enrollment, revised curriculum and increases at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal or death of the teacher assigned to said bargaining unit position.
  3. The Board shall not be required to post temporary vacancies.

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4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from this school district, the Board shall publicize the same by posting the vacancy in each teachers lounge or work area for a period of not less than ten (10) work days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies, which occur during the summer months, may be mailed with summer paychecks, which go to individual teachers.
5. Any teacher may apply for any permanent vacancy. All bargaining unit members that are applicants for posted Wolverine Community Schools bargaining unit positions shall be notified when said positions are filled.
6. A present staff member who is certified and qualified for the position and who applies may fill the vacancy for said position. If two or more teachers on the staff apply for the vacancy and if qualifications of the applicants are equal, seniority will be the determining factor. Qualifications shall be defined as, but not limited to, highly qualified as defined by NCLB and its regulations where applicable.
7. In filling a temporary vacancy, the following provision shall govern:

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

#### **SECTION 2.2. - RESIGNATIONS**

When a teacher desires to resign during the period of his/her contract or 60 days prior to the commencement of the school year, he/she shall file a request in writing with superintendent. If the Board does not consent to the resignation, the Board reserves the option to revoke the teacher's tenure rights as provided by law.

#### **SECTION 2.3 - ASSOCIATION RIGHTS**

- A. Pursuant to Act 379 of the Public Acts, the Board hereby agrees that every teacher of the school shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board of his/her institution of any grievance, complaint or proceeding under this agreement.

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- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the school property at all reasonable times after notifying the administrative in advance provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment including typewriters, mimeograph machines, and other equipment, calculating machines and all types of audio-visual equipment when school is not in session and when such equipment is not otherwise in use. The Association will be responsible for the cost of breakage and materials used.
- D. The Association shall have the right to post notices of its activities and matters of the Associations concern on teacher bulletin boards – at least one of which will be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing his/her insignia pins or other identification of membership of the Association either on or off school premises. Teachers shall not be interrupted in regard to Association business when classes are in session.
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agenda and minutes of all Board meetings, treasurer's reports, census and membership data and names and addresses of all teachers.
- F. The Board shall place on the agenda at each regular Board meeting as an item for early consideration under "New Business" any matters brought to its consideration by the Association providing that these matters are made known to the Superintendent at least five (5) school days prior to said regular meeting.

#### **SECTION 2.4 - INNOVATIVE AND EXPERIMENTAL PROGRAMS**

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

### **SECTION 2.5 - TEACHER QUALIFICATIONS AND ASSIGNMENTS**

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a state approved teaching certificate of license or state-approved permit.
- B. The employment of teachers with special certificates may be permitted in cases of absolute necessity and the Association shall be notified in each instance.
- C. Since pupils are entitled to be taught by teachers who are working within their areas of certification and qualification, teachers shall not be assigned – except for good cause and with consent of the teacher – outside the scope of their teaching certification or their ~~minor~~ major or minor field of study. By June 30, 2007, all teachers shall be highly qualified for his/her position where applicable and if not, may be subject to layoff.
- D. Any assignments in addition to normal teaching schedules during the regular school year, including adult education courses, driver education, and/or extracurricular duties enumerated in Section 5.3, shall be with consent of the teacher. Preference in making such assignments should be given on seniority basis to degree teachers regularly employed in the district, if properly certified and qualified. If no member of the bargaining unit elects to take the assignment, the Board can offer the assignment to someone outside the bargaining unit.
- E. All returning teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the last day of school. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the fifteenth day of August proceeding the commencement of the school year unless an emergency situation requires same and the Association shall be notified in each instance.

### **SECTION 2.6 - TEACHER EVALUATION**

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. All such responsibilities shall be appropriate for the teaching position involved. Teachers will be informed of the specific criterion upon which they will be evaluated.
- B. A committee consisting of equal numbers of administrators and teachers shall devise an evaluation tool, which shall contain specific criteria and additional procedures for evaluation. Each party shall have the power to designate its own representatives on the committee.
- C. The work performance of all teachers shall be evaluated in writing. Evaluation is an ongoing process.

An evaluation cycle shall be defined as having: 1) A pre-observation conference; 2) Work site observation(s); 3) Post observation conference(s); and 4) a written evaluation.

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1. PROBATIONARY TEACHERS

- a. Within twenty (20) work days after the first day of work, each probationary bargaining unit member shall be provided with the individualized development plan check list (Appendix A). The individualized development plan shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.
- b. Each probationary bargaining unit member employee shall be evaluated twice each school year of the probationary period. The first evaluation cycle shall be completed prior to the completion of fifteen (15) weeks of employment.

The second evaluation cycle shall be completed prior to the completion of thirty (30) weeks of employment.

2. TENURE TEACHERS

- a. Each tenure bargaining unit member employee shall be evaluated at least once every three (3) years. Tenure bargaining unit member employees shall be notified by September 30 in the year they are to be evaluated.
- D. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio-visual systems and similar surveillance devices unless approved by the teacher involved will be strictly prohibited.

**NO BARGAINING UNIT MEMBER EMPLOYEE SHALL BE OBSERVED DURING THE FIRST OR LAST TWO (2) WEEKS OF THE SCHOOL YEAR, ON THE DAY BEFORE A SCHOOL HOLIDAY, OR ON DAYS WHERE SPECIAL SCHOOL EVENTS AND/OR HOLIDAY ACTIVITIES ARE SCHEDULED.**

- E. The teacher's immediate supervisor or administrator familiar with the teacher's work, who shall be designated by the Board, shall conduct evaluation.
- F. A written copy of the evaluation shall be given to the teacher and a conference with the principal (or other observer) shall be conducted within ten (10) days following said observation; appointment to be arranged by the administrator with said teacher. All evaluation shall be based upon valid criteria for improvement of instruction. The evaluating administrator shall give suggestions for improvement of any deficiencies noted in the evaluation.
- G. No later than sixty (60) days prior to the end of the school year, which is June 30, the final evaluation report will be furnished to the superintendent covering the probationary teacher.

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D. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio-visual systems and similar surveillance devices unless approved by the teacher involved will be strictly prohibited.

NO BARGAINING UNIT MEMBER EMPLOYEE SHALL BE OBSERVED DURING THE FIRST OR LAST TWO (2) WEEKS OF THE SCHOOL YEAR, ON THE DAY BEFORE A SCHOOL HOLIDAY, OR ON DAYS WHERE SPECIAL SCHOOL EVENTS AND/OR HOLIDAY ACTIVITIES ARE SCHEDULED.

E. The teacher's immediate supervisor or administrator familiar with the teacher's work, who shall be designated by the Board, shall conduct evaluation.

F. A written copy of the evaluation shall be given to the teacher and a conference with the principal (or other observer) shall be conducted within ten (10) days following said observation; appointment to be arranged by the administrator with said teacher. All evaluation shall be based upon valid criteria for improvement of instruction. The evaluating administrator shall give suggestions for improvement of any deficiencies noted in the evaluation.

G. No later than sixty (60) days prior to the end of the school year, which is June 30, the final evaluation report will be furnished to the superintendent covering the probationary teacher.

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A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher.

### **SECTION 2.7 - MENTOR TEACHERS**

- A. A Mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit, if possible. If there are no volunteer mentors, a retired K-12 teacher may be selected as a mentor.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the board after consultation with the association. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
1. The mentor teacher shall be a tenured member of the bargaining unit.
  2. Participation as a mentor teacher shall be voluntary.
  3. The district shall immediately notify the Association those members requiring a mentor assignment or of any affected member whose classroom assignment has changed.
  4. Every effort will be made to match mentor teachers and probationary teachers who work in the same building and have the same area of certification.
  5. Probationary teachers shall only be assigned to one (1) mentor teacher at a time.
- D. The purpose of the mentor-probationary teacher match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction. The administrator shall not solicit evaluative information from the mentor regarding the probationary teacher. Neither the mentor teacher nor the probationary teacher shall be permitted to participate in any matter related to the evaluation of the other or testify in arbitration or tenure hearing unless required by law or subpoena.
- E. Upon request, the administration shall make available reasonable release time so the mentor teacher may work with the probationary teacher in his/her assignment during the regular workday. Where possible the mentor teacher and probationary teacher shall be assigned common preparation time.
- F. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year.

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- G. Mentor teachers will be paid \$100 per semester.

### **SECTION 2.8 - PERSONNEL FILE AND RECORDS**

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

### **SECTION 2.9 - REDUCTIONS IN PERSONNEL, SENIORITY, AND RECALL**

- A. Layoffs shall be defined as a reduction in work force due to reasons such as declining student enrollment or shortage of revenues.
- B. In the event of or need to lay off, the Board will not lay off teachers having valid contracts during the school year. Teachers who will be laid off for the following school year will receive notice 30 days prior to the end of the current school year. Layoff notification shall be allowed during the summer break period but must occur prior to July 1.
- C. Layoffs, when necessitated, shall be effectuated in the following manner:
1. The Board may consult with the Association as to programs for the following year. The list of district staff positions shall be sent to the Association prior to layoffs.
  2. Teachers shall be laid off and recalled on the basis of their seniority, certification and qualification standards as outlined in Section 2.5.
- D. Laid-off teachers shall be recalled to the first vacancy for which they are certified and qualified as defined in Section 2.5 in reverse order of layoff.
- E. A teacher's recall rights shall be equal in time to his/her length of service in the bargaining unit. (Example: five (5) years of teaching = five (5) years of recall rights). Refusal of an offer from the Board of an equivalent position for which the laid-off teacher is certified or failure to respond within thirty (30) days of the receipt of a written offer of a position made

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by the Board shall be cause for termination unless the teacher is under contract with another Michigan public school district.

- F. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- G. Laid-off teachers who complete the full academic year shall continue to receive full fringe benefits throughout the summer months. Teachers laid off during the academic year shall receive a pro rata share of their fringe benefits (i.e., one semester of work equals six months of fringe benefits).
- H. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leave absence to teachers who make such requests if it prevents layoff.
- I. Laid-off teachers shall maintain their accumulated sick leave until recall.
- J. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she been laid off.

#### **SECTION 2.10 - DISCIPLINE OF TEACHERS**

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

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

- D. No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. No open conflict between administration and teacher shall take place in presence of students and/or any non-involved parties. And such discipline, reprimand or reduction in rank, compensation asserted by the Board or its representatives therefore shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for the disciplinary action will be made available to the teacher and the Association if the teacher so desires. This provision shall not apply to nonrenewal of probationary teachers.

### **SECTION 2.11 - BOARD RIGHTS**

The board on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly the Michigan School Code, and by the Constitution of the United States, including, without limiting the generality of the right to establish policy for the executive management and administration control of the school system, to assign and direct all teaching personnel, to determine the services, supplies and equipment, to determine the size and jobs of management, to determine the qualifications of all employees as well as the methods and means necessary to the proper execution of the foregoing obligations provided that such rights shall be exercised in conformity with the provisions of this agreement, and subject to the provisions of the law. Nothing contained herein shall be considered to deny or restrict the board of its rights, responsibilities and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

### **SECTION 2.12 - SCHOOL IMPROVEMENT**

It is recognized by the parties that school improvement is best facilitated at the local school building level through the participation and involvement of staff and community. The parties further recognize the following:

- A. A School Improvement Planning (SIP) Team shall be made up of professional and support staff members, community members, administrators and students (if appropriate).
- B. Professional staff members interested in serving on a building SIP Team shall annually submit their names. The Association may give input as to members of the SIP Team.
- C. Participation or non-participation on a school building SIP Team is voluntary and shall not be used as a criterion for evaluation, discipline or discharge.

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- D. SIP Teams shall meet during the school day and participating professional staff members shall be given release time to attend SIP Team meetings.
- E. School improvement plans shall not violate the terms and conditions of the Master Agreement.
- F. In-service workshops shall be arranged by the administration in cooperation with the Association. Professional development is an essential element of school improvement.
- G. The parties will plan, organize, conduct and approve professional development training/activities.

### **SECTION 2.13 - TEACHER RIGHTS**

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

### **SECTION 2.14 - PRIVACY RIGHTS OF EMPLOYEES**

- A. The Board recognizes the employee's right to have the consideration of his/her dismissal, suspension, or discipline by the Board of Education in a closed hearing pursuant to the provision of the Open Meetings Act, at the request of the named employee.
- B. The Board further agrees that all employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, or personnel evaluations shall not be released to third parties absent the written consent of the employee or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the Association and agrees that at the request of the employee or the Association that it shall deny the request and assert on behalf of the employee all applicable Freedom of Information Act exemptions.
- C. The provisions of this article shall not prevent the Association from having access to any employment records allowed according to law reasonably related to its duties as the exclusive bargaining representative.

### **SECTION 3.1 - ACADEMIC FREEDOM**

- A. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to standards of professional responsibility. Teachers are expected to utilize current pedagogy in conformity with the state and national standards and curriculum of the Wolverine Community School District.
- B. All communications obtained by a teacher in the course of his/her professional duties and deemed to be of confidential nature, need not be disclosed to non-school personnel unless said disclosure is required by law.
- C. The Board's legal obligations of setting curricula and selection of textual material shall not be diminished by Article A in this Section.

### **SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibility with respect to said pupil.
- B. It is recognized that discipline problems are less likely to occur in classes that are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. However, a teacher may use force as prescribed by the principal, which shall be part of school policy set at the beginning of the school year.
- C. A teacher may suspend a pupil from one class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will permit, all further particulars of the incident. A conference will be arranged with the parents of said student if deemed advisable by the teacher and the principal.
- D. Suspension of students from school may be imposed by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents and the teacher when warranted. Transfer of the student to another teacher or other measures, short of suspension, will be exhausted.

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- E. Any case of assault upon a teacher on school grounds or at a school-sponsored activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Board will not, however, be obligated to provide legal assistance to the teacher in a resulting suit for damages.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal advice and render all reasonable assistance to the teacher in his/her defense, provided the teacher has acted within the scope of Board policy.
- G. Time lost by a teacher in a legal proceeding where the teacher is a witness/defendant shall not be charged against the teacher provided that the teacher has acted within the scope of Board policy.
- H. The Board will reimburse teachers for damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises, except for such damages as covered by insurance, provided such damages does not occur from negligence.
- I. Parents are to be notified by the teacher or employee who institutes such discipline when a student will be retained after school. The parents must be told the reason for the disciplinary action and they will be responsible for transporting the student when retained after school. A written report will be forwarded to the parents and a copy retained in the student's file.

### **SECTION 3.3 - TEACHING FACILITIES**

- A. The Board shall make available in each school at least one room, furnished with tables and chairs.
- B. In each building one room with a phone shall be reserved for use as a faculty workroom.

### **SECTION 3.4 - TEACHING HOURS**

#### **A. Elementary**

The elementary teachers' workday shall consist of five pupil instructional hours, a thirty-minute lunch period and a ten-minute supervision period prior to the start of the instructional day and in addition, be available to the students for ten minutes at the end of the instructional day. The preparation period per day will be equal to the preparation period in the junior and high school but not less than 50 minutes per day. The work day shall encompass a six-hour and thirty-five minute workday.

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**B. Senior High-Junior High**

The senior high school and junior high school teachers' workday shall consist of five pupil instructional hours composed of six periods of no more than fifty minutes per period or five periods of no more than sixty minutes per period. In addition, there shall be a ten-minute report-in time prior to the first class of the day and a ten-minute time after classes end for the teacher to be available to the students. The preparation period per day equal in time to a regular class period but not less than 50 minutes per day. The work day shall encompass a six-hour and thirty-five minute work day.

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

- C. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day after buses have gone.
- D. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be proceeded through the professional grievance procedure.
- E. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty minutes.

**SECTION 3.5 - CLASS SIZE AND TEACHING CONDITIONS**

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

- A. Because the pupil/teacher ratio is an important aspect of an effective educational program, the parties agree to recommend that the following class size should be a goal to strive for.
- B. When a class exceeds 36 students, it shall be divided and a new class formed.

1.	<u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
	Kindergarten	20	30
	First, Second, Third	20	30
	Fourth, Fifth, Sixth	20	30

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2. Secondary

English	20	30
Social Studies	20	30
General Education	20	30
Mathematics	15	25
Chemistry	10	10
Physics	10	15
Language	10	20
Business	20	30
	<u>Optimum</u>	<u>Maximum</u>
Homemaking	15	25
Speech	20	30
Conservation	20	30
Vocational Arts	15	20
Music		
Physical Education		
Hygiene		

- C. All classroom teachers must provide a three-day detailed lesson plan, which contains general plans. This plan book will be either in the teacher's classroom or the principal's office.
- D. If the class size is exceeded by more than two students due to mid-year layoffs, the elementary teacher will be paid \$7.00 per day that the class size is exceeded and secondary or elementary specials teachers will be paid \$1.00 per period after the third student. Payment shall be made at the end of each marking period.
- E. Teachers shall be familiar with and abide by the contents of the Student Handbook, Board Policy, Teacher's Handbook and any other official Board publications pertaining to the

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- procedures of the school district as long as it does not conflict with the provisions of this agreement.
- F. When a teacher finds it necessary to be absent from school, he/she will contact the "Will Sub" no later than 7:00 a.m. The administrator shall be responsible for providing a substitute teacher to assume the absent teacher's class load.
  - G. Upon the request of the administration, each teacher shall attend no more than one staff meeting per month. Meetings shall be scheduled one week in advance; however, a meeting may be called at any time if an emergency arises. Staff meetings shall not be longer than one hour and shall be on a teaching day, immediately following school hours or preceding school hours.
  - H. All teachers, unless excused by the administration, shall attend each staff meeting.

### **SECTION 3.6 - LEAST RESTRICTIVE ENVIRONMENT**

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an Individual Educational Planning Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- A. If any teacher, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the teacher has a current IEPC report that is not meeting the student's unique needs as required by law, the teacher shall discuss the matter with the administration and an IEPC scheduled.
- B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within each elementary location and across sections of the same course within the junior and senior high school. This section will not apply in the event the teacher volunteers in writing to take additional mainstreamed students. In such situations, the administration will reduce class size by an equivalent number of students.
- C. The following conditions shall apply to placement of mainstreamed students in general education classrooms:
  - 1. Any teacher who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC), which may

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initially place (or continue the placement of) the student in a regular education classroom.

In instances where it is not possible to identify, in advance of the IEPC, general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPC and to provide for the teacher to have input into the process.

2. The student's IEPC may specify and provide for all supplementary aides, support personnel, materials and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student in the regular education classroom. The district shall make every reasonable effort to support the receiving teacher with necessary classroom materials.
3. The mainstreamed student's placement shall be determined to the extent permissible by law and through the IEPC in such a way as will not significantly disrupt nor have a negative impact on the educational process for either the mainstreamed student or the other students in the classroom to be entered.
4. The administration shall provide, prior to such placement whenever possible, awareness information to the affected teachers and students regarding placement of mainstreamed students in the class(es) and in-service training to the teacher regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such inservice training shall be at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred.

- D. Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on mainstreamed students such as but not limited to: suction, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the Board.

**SECTION 4.1 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

- A. Two Professional development days may be used for any educational purpose, subject to administrative approval. The teacher planning to use a professional development day shall notify his/her principal at least one week in advance of his/her absence. Professional development days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs
  2. Conferences, workshops or seminars conducted by colleges, universities and the MEA, NEA and/or affiliate departments thereof
- The teacher may be requested to file a written report within one week of his/her attendance at such visitation, conference, workshop or seminar. Professional development days shall not be deducted from sick leave.
- B. At the beginning of every school year, each teacher shall be credited with four days to be used for the teacher's personal business which cannot be done during the regular school day prorated based upon the employee's work year. A personal business day may be used for any purpose at the discretion of the teacher. Such days generally may not be taken immediately prior or after a holiday, break or conference days. A teacher planning to use a personal leave day or days shall notify his/her principal two (2) days in advance except in cases of emergency. No more than three (3) teachers may take personal leave on the same day. These personal days are not cumulative.
- C. Any teacher called for jury duty during school hours shall receive an amount equal to full compensation. If the teacher receives pay for his/her jury duty, the Board shall pay the amount necessary to equal his/her full salary compensation. Such hours shall not be deducted from sick leave.
- D. A teacher who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration of fact finding, provided the teacher is not litigating against the district, shall be paid his full salary for such time spent giving testimony except as such testimony be with regard to negotiation of a master agreement.
- E. The Board shall provide to the Association, a total of twelve days per school year of released time for the handling of Association business as deemed necessary by the Association president. The Association shall reimburse the district for substitute costs and employee's retirement contribution and shall, except in emergency situations, give at least three days prior notification to the administration.

- F. Personal days will be paid up to three unused days at the end of the school year (June 30) at the rate of fifteen percent (15%) of the teacher's regular daily rate of pay. Any remaining days will be paid for as stated in Section 5.2.G.

#### **SECTION 4.2 - UNPAID LEAVES**

- A. Upon application, a leave of absence of up to two (2) years shall be granted to any teacher who has received tenure in Wolverine School District for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities or for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, the teacher shall not be granted seniority or receive increments for the leave period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such periods.
- C. A leave of absence not to exceed four (4) years shall be granted to any tenured teacher, upon application, for the purpose of campaigning for or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she was on at the time the leave of absence started.
- D. Childcare Leave -- A leave of absence shall be granted to any teacher, upon application for the purpose of childcare. Upon return from such leave, the teacher shall not be granted seniority or receive increments for the leave period.
1. The initial leave period shall be as mutually agreed between the teacher and the Board for a period not to exceed one year. Upon request, the Board may extend the leave yearly for a period not to exceed five (5) years.
  2. Upon request to the Board, a pregnant teacher may commence childcare leave after the birth of the child when doctor in attendance determines she is no longer disabled.
  3. Upon request to the Board, childcare leave may be terminated in the event of the death of the object child of leave.
- E. Except as required by law, teachers returning from leave shall be placed in a vacant position for which they are certified and qualified.

**SECTION 4.3 - ILLNESS OR DISABILITY**

- A. At the beginning of each year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted sick leave shall be granted a leave of absence without pay for the duration of such illness by the Board upon written request of the teacher.
- C. Sick leave may be used for:
1. Personal illness or disability of the teacher, including all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
  2. Serious illness within the immediate family of the teacher. (Immediate family shall mean mother, father, children, grandparents and anyone living in the contracted person's household).
  3. The union may provide up to two (2) sick days per member per school year to establish and maintain a sick leave bank. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year. Upon depletion of his/her personal sick days, any bargaining unit member may make application to utilize sick leave bank days. Utilization of sick leave bank shall be for the same purposes as personal sick days found in section 4.3 so long as there are days remaining in the bank during any fiscal school year. The employer will provide monthly reports on the status of the sick leave bank, including number of days remaining, to the association/union. Applications will be considered by the WEA Sick Leave Bank Committee and dealt with in accordance with its guidelines.
- D. For less than a full year of teaching, sick leave will be prorated.
- E. Up to five (5) days may be taken by a teacher for death in his/her immediate family in which he/she was raised or of an in-law parent. Such leave shall not be deducted from the teacher's sick leave. (Immediate family shall mean mother, father, children, brother, sister, grandparents, similar step-relatives, and anyone living in the contracted person's household).
- F. A teacher may take up to two days for attending a funeral of brother/sister-in-law plus an additional three days may be taken with the permission of the superintendent. The additional three days will be deducted from the employee's sick leave.
- G. A teacher's sick leave will not be charged for absence resulting from injuries received during the regular school day or while working at school-sanctioned events.



H. The amount of accumulated sick leave will appear on the teacher's bi-weekly pay statement twice a year, September and February or anytime that the teacher requests same in writing to the superintendent.

I. Family and Medical Leave Act:

Eligible employees may take up to 12 weeks leave, as set forth under the Family Medical Leave Act and school district policy. The Board shall continue health insurance benefits during FMLA as required by law and as set forth in this agreement. The employee may elect, or the district may require, use of accumulated paid leave including sick and personal during FMLA. Employees who voluntarily fail to return to work upon completion of FMLA, may be required to reimburse the district the cost of insurance premiums paid by the district.

**SECTION 5.1 - INSURANCE COVERAGE**

A. Health Insurance

The Board shall provide to all bargaining unit members fully paid benefits for full family for 12 months of each year as follows:

Plan A: For employees electing health insurance:

- MESSA Choices II PAK \$50/\$100 Deductible \$5/\$10 Preferred Rx Program (not reimbursed by the Board)
- Negotiated LTD: 66 2/3% Max Mon. Salary \$3,750  
\$2,500 Maximum Monthly Income  
30 Calendar days modified fill  
Alcohol/Drug – Same as any other illness  
Mental/Nervous – Same as any other  
Freeze on Offsets
- Negotiated Life: \$5,000 \$5,000 AD&D
- Vision: VSP-3
- Delta Dental: 65/65/65: 2500: \$1,000 Class I, II & II Max.
- Preventative Care Rider

Plan B: For employee not electing MESSA health insurance:

- Negotiated LTD: Same as above
- Negotiated Life: \$5,000 \$5,000 AD&D
- Vision: Same as above
- Delta Dental: Same as above
- \$300 per month as cash-in-lieu of health insurance

B. It is understood by the parties that insurance will be fully paid for the MESSA Choices II PAK up to the expiration of the contract which shall be July 31, 2008. In the event that the parties have not agreed to a successor agreement, the Board's cost liability for the MESSA Choices II PAK shall revert back to the PAK rate amount in effect on July 1, 2007 and

employees shall be liable for those costs exceeding the July 1, 2007 Choice II PAK rates, if any, with payment by payroll deduction or other arrangements with the first pay in August, 2008.

### SECTION 5.2 - COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix B, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the designated period.
- B. All teachers shall be given full credit on the salary schedule set forth in Section 6.1 for five years outside teaching experience in any school district accredited by a recognized accrediting agency. From one-half up to a full year shall be counted as a full year. Teachers who left the system through resignation shall, if rehired, be hired back on the same basis as a new employee.
- C. The salary schedule is based upon the regular school calendar of 182 days as set forth in section 6.2 and the normal pupil contact assignment as defined in this agreement.
- D. Teachers involved in voluntary extra-duty assignments as set forth in Section 5.3, which is attached to and incorporated in this agreement, shall be compensated in accordance with the provisions of this agreement. Upon request of a bargaining unit member, any compensation, which is for work other than the regular teaching pay (i.e., extra-curricular) shall be figured separately for tax purposes.
- E. After the district is provided an official transcript showing a teacher has earned enough credits to advance on the salary schedule prior to the first day of the semester, the increase will be retroactive to the beginning of the current semester.
- F. If a teacher shall teach more than the normal teaching load set forth in this Article he/she shall receive additional compensation at the rate of \$8.00 per hour. If a teacher shall substitute for another teacher he/she shall receive additional compensation at the rate of \$15 per hour.
- G. Each teacher who has accumulated a minimum of fifty (50) sick/personal business/professional days shall, upon termination of employment in the system, receive partial pay for all sick/personal business days accumulated. The amount of partial pay will be determined by figuring 15% of the 1/180 of that teacher's last annual salary multiplied by the total number of sick/personal business days accumulated. For example, a teacher with a 100 accumulated sick/personal business/professional days leaves the school while earning \$30,000 per year, therefore,  $15\% \times \$30,000 / 180 \times 100 = \$2,500$ .
- H. Each teacher who has accumulated a minimum of fifty (50) sick/personal business/professional days shall, upon retirement from employment in the system, receive partial pay for all sick days accumulated.

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The amount of partial pay will be determined by figuring fifteen percent (15%) of 1/180th of that teacher's last annual salary multiplied by the total number of sick days accumulated and then multiplied by the appropriate following factor:

<u>Years Before 40 Years of Service</u>	<u>Factor</u>
10	3.0
9	2.8
8	2.6
7	2.4
6	2.2
5	2.0
4	1.8
3	1.6
2	1.4
1	1.2

For example, a teacher with 100 accumulated sick days retires from the school system with thirty-five (35) years of service and is earning \$30,000 that year; therefore:

$$15\% \times \$30,000 / 180 \times 100 = \$2,500$$

$$\$2,500 \times (\text{the factor}) 2.0 = \$5,000$$

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

- I. Pay salary payment for additional hours of credit from a regionally accredited university taken after securing permanent certification requirements will be made only if such hours were earned in subject matter or practices directly related to the assignment or projected assignment of the teacher requesting such pay.
- J. Bargaining unit members shall receive longevity based on the following schedule:

22, 23, 24 years of employment in the Wolverine School District:	<b>\$750.00</b>
25+ years of employment in the Wolverine School District:	<b>\$1,500.00</b>

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**SECTION 5.3 - EXTRA CURRICULAR COMPENSATION****Position****Group I:**

Athletic Director \$4,300

**Group II:**

Boy's Varsity Basketball \$2,500

Girl's Varsity Basketball \$2,500

Girl's Varsity Volleyball \$2,500

**Group III:**

Baseball \$2,200

Softball \$2,200

Cross Country \$2,200

Varsity Track \$2,200

**Group IV:**

Boy's Jr. Varsity Basketball \$2,000

Girl's Jr. Varsity Basketball \$2,000

Girl's Jr. Varsity Volleyball \$2,000

**Group V:**

Jr. High Boy's Basketball \$1,600

Jr. High Girl's Basketball \$1,600

Jr. High Girl's Volleyball \$1,200

Jr. High Track \$1,200

**Group VI:**

National Honor Society \$120/sem

Class Advisors (7-12) \$120/sem

Student Council \$120/sem

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

**SECTION 6.1 - CALENDAR**

- A.
1. The calendar will be no more than 180 student days and 182 teacher days. The parties will mutually bargain the calendar.
  2. If the district enters into P.A. 25 activities that conflict with the master contract, it will bargain with the Association.

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

**SECTION 6.2 - GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Wolverine School District

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building Assignment

Name of Grievant

Date Filed

**LEVEL II**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL III**

A. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

B. Position of Grievant and/or Association

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**LEVEL IV**

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievance and/or Association \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL V**

A. Date received by Board of Education or Designee \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievance and/or Association \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL VI**

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition of Arbitrator \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**SECTION 6.3 - ANNEXATION, CONSOLIDATION  
OR OTHER REORGANIZATION OF THE DISTRICT**

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



**APPENDIX A****PROBATIONARY TEACHER****INDIVIDUALIZED DEVELOPMENT PLAN**

TEACHER \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_  
 BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_  
 SCHOOL YEAR \_\_\_\_\_ PROBATIONARY YEAR \_\_\_\_\_  
 PRINCIPAL \_\_\_\_\_

**SUBJECT MATTER CONTENT**

- EXHIBITS SOUND BACKGROUND AND UNDERSTANDING OF SUBJECT MATTER FOR THE POSITION
- KEEPS ABREAST OF CURRENT THEORY AND PRACTICE IN THE FIELD
- IS ABLE TO RESPOND SATISFACTORILY TO QUESTIONS POSED BY STUDENTS, EITHER BY PROVIDING THE INFORMATION OR A SOURCE OF THE INFORMATION
- STIMULATES INTEREST IN SUBJECT AREA
- USES A VARIETY OF TEACHING AND LEARNING TECHNIQUES DESIGNED TO SERVE THE DIFFERING ABILITIES OF STUDENTS
- PROVIDES CONSISTENTLY RELEVANT SUBJECT CONTENT
- ENCOURAGES AND RESPECTS STUDENTS' INPUT
- USES VARIED RESOURCES APPROPRIATELY
- SHARES WITH STUDENTS THE PURPOSE FOR EACH ASSIGNMENT AND INVOLVES STUDENTS IN SETTING OBJECTIVES FOR THEMSELVES
- BASES EVALUATION ON REALISTIC GOALS FOR EACH STUDENT
- TAKES INTO CONSIDERATION THE CAPABILITY AND EFFORT OF EACH STUDENT
- KEEPS ACCURATE RECORDS
- REVIEWS AND RETURNS ASSIGNMENTS PROMPTLY

**MANAGEMENT**

- ORGANIZES CLASSROOM ROUTINE IN EFFICIENT MANNER
- PLANS LESSONS AND ORGANIZES CLASSROOM TO MAINTAIN ORDER WITH VARIETY OF ACTIVITIES CARRIED ON SIMULTANEOUSLY
- DEVOTES MOST OF TIME TO TEACHING AND LEARNING ACTIVITIES
- KEEP CLASSROOM AND EQUIPMENT IN GOOD CONDITION
- REPORTS MAINTENANCE NEEDS PROMPTLY
- GUIDES STUDENTS TO SHARE RESPONSIBILITY FOR CARE OF FURNISHINGS AND EQUIPMENT
- PROMOTES A FRIENDLY ATMOSPHERE CONDUCTIVE TO LEARNING
- MAKES BUILDING AND CLASSROOM RULES KNOWN TO STUDENTS
- HANDLES STUDENT DISCIPLINE ACCORDING TO BUILDING AND DISTRICT POLICY
- DEALS WITH STUDENTS IN FAIR AND CONSISTENT MANNER

**RELATIONSHIPS**

- EXHIBITS A POSITIVE ATTITUDE
- EXERCISES INITIATIVE
- SEEKS OUT NEW IDEAS
- IS OPEN-MINDED
- ACCEPTS AND GIVES ASSISTANCE
- IMPLEMENTS SUGGESTIONS IN PROFESSIONAL MANNER
- MAINTAINS HONES AND FORTHRIGHT RELATIONSHIPS WITH ALL
- RESPECTS DIGNITY AND RIGHTS OF ALL PEOPLE
- SHOWS CONSISTENT INTEREST IN STUDENT'S ACADEMIC AND SOCIAL GROWTH
- IDENTIFIES AND REFERS STUDENTS WITH PROBLEMS TO APPROPRIATE PERSONNEL
- PROVIDES CONSTRUCTIVE CRITICISM OR IDEAS FOR IMPROVEMENT OF EDUCATION
- SEEKS RESOLUTION OF PROBLEMS THROUGH APPROPRIATE CHANNELS
- OBSERVES DISTRICT POLICIES, RULES, REGULATIONS AND AGREEMENT
- KEEPS AND PROMPTLY TURNS IN REPORTS

**APPENDIX B**  
**SALARY SCHEDULE**

**APPENDIX C**  
**WOLVERINE COMMUNITY SCHOOLS**  
**CALENDAR FOR \_\_\_\_\_**

**TO BE INSERTED**

**Letter of Agreement**  
**Between**  
**Wolverine Schools Board of Education**  
**And**  
**The Wolverine Education Association/NMEA**

This Letter of Agreement entered into this first day of September 2004 by and between the Board of Education and the Wolverine Schools (hereinafter referred as the "Board") and the Wolverine Education Association/NMEA (hereinafter referred to as the "Association").

1. All teachers shall recognize and/or will work toward the obligation of highly qualified requirements by June 30, 2007. The Board will assist teachers in becoming "highly qualified" as required by law and regulation. The Board shall not be obligated to financially contribute toward a teacher becoming "highly qualified," except where approved by the Superintendent.
2. Teachers who as of September 1, 2007, are not "highly qualified" under ESEA will be subject to the following provisions:
  - a. Management may, at its own discretion, leave the teacher in the current assignment.
  - b. If not, the teacher may assume any vacancy for which he/she is qualified or "highly qualified" if required for that position.
  - c. If there is no position, the teacher will receive a layoff notice and recall rights to the first available vacancy for which he/she is qualified or "highly qualified," if required for that position, as per Section 2.9 of the Negotiated Agreement. In such cases, the 30-day notice of layoff in Section 2.9 is waived.

\_\_\_\_\_  
 Board of Education Wolverine Schools

\_\_\_\_\_  
 Northern Michigan Education Association  
 Wolverine Education Association

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date