

WYOMING PUBLIC SCHOOLS

WYOMING, MICHIGAN

MASTER AGREEMENT

BETWEEN

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THE BOARD OF EDUCATION
WYOMING PUBLIC SCHOOLS

AND

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

AUGUST 15, 2007 THROUGH AUGUST 14, 2010

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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, 2007, 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 memorize 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 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, media specialists, 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, occupational therapists and shared time teachers, 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, 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. Tuition Pre-School, and Child Care and Michigan Readiness

1. The Tuition Pre-School, Child Care programs have been transferred to leisure-time status.
2. Beginning with the 2005-06 school year, Michigan Readiness teachers will have the 3rd step of the salary scale as the top of the schedule provided that vacancies exist in the K-12 Lower Elementary program. Any affected teacher will have the option of a forced transfer status to obtain a K-12 position. The teacher will be placed on the pay scale commensurate with their years of experience in the District and degree status.

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. Periodically, in alternative education, 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 lecturer/adjunct staff member become bargaining unit members. However, guest lecturer/adjunct staff may only be used if a certified staff member in the bargaining unit has first been offered a 1/6 contract to teach the section. If the contract has been offered and declined, then a guest lecturer/adjunct staff member may be used for no more than two (2) non-consecutive nine (9) week periods per year.

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 the teacher's membership in the Association; participation in any activities of the Association or collective professional negotiations with the Board, or the 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 changes in said policies shall be distributed to all teachers within sixty (60) days of the commencement of this contract or upon employment.

The Board shall notify the WEA President and Membership Chair of all new hires and changes in employee status within two (2) weeks of the employee's start date or change in status.

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. 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 has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools for school related business, including computers, typewriters, duplicating equipment, calculating machines, and all type of audio equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and the material is not detrimental to the Employer and Association. The Association shall be responsible for any and all damages to the school facilities and equipment due to the misuse by the Association. Work performed in no way directly or indirectly may assist a profit-making enterprise.

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 for official Association Business at all reasonable hours outside the school day upon prior written request submitted to the Superintendent and approved by the Superintendent. 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, including the email system for communication to members relating to official Association business. The Board and Administration agree to allow for the email system to be used without risk to confidentiality between the Association and its members.

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 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 for any negotiations or arbitration requested by the Board which will involve the teacher during the school day, and the teacher will be released from 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 at 50% of the Base (BA) rate 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. Dues deduction shall be made across the first twenty (20) pay periods each year, with the Association Membership Chairperson providing a list of members and dues deduction amounts to the Payroll Department prior to the first pay period.

- a. Any teacher choosing to pay a fee to the Association in lieu of membership shall make the total payment within the time limits set forth by MEA/NEA in the Hudson packet.
- b. 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 deductions 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 a 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 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 guaranteed 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 private or personal life of a teacher is conducted in a manner that adversely affects the teacher's relationship to students or the discharge of teaching 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 the classroom is undermined when students discover there is insufficient administrative backing in support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom. 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 provide appropriate services as determined by IDEA 97, State mandates and Section 504. The teacher remains responsible for implementing the students' IEP or 504 plan where applicable.

E. Teacher Assault by Student

Any case of assault upon a teacher, while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent, or designated representative. The Board shall provide legal counsel to advise the teacher of legal 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 teaching duties, or as an outgrowth of teaching 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 the teacher's 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's 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 recommendation.

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 held responsible by the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

L. Teacher Files

Teachers should review and sign all materials that are to be included in their personnel file. Such signing does not necessarily indicate agreement. The teacher 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 Superintendent or designee and upon there having been no further problems in a similar area.

M. Just Cause

No teacher shall be disciplined, suspended, reduced in rank or discharged without reasonable and just cause.

N. Freedom of Information Act Request (FOIA)

If a FOIA request is made for any information on any (employee) teacher in the district, the Board of Education or administrator representing the Board shall:

1. Notify immediately the affected employee(s) orally and then in writing who are subject to a FOIA request.
2. Release to the employee(s) names of all those requesting the FOIA documents.

3. Allow the employee(s) and the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.
5. The Board of Education and or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

O. Smoke Free Environment

1. The Board of Education shall maintain a smoke free environment in accordance with State law.
2. 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, as well as the No Child Left Behind (NCLB) highly qualified requirements set forth by the Federal Government. 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 and NCLB. A teacher shall be notified when he/she is teaching outside of an area for which he/she is "highly qualified" per NCLB, with notification to the Association president as well. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming "highly qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education

A teacher who is required as of the end of the 2005-06 school year to be "highly qualified" (as defined by the NCLB and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for providing he/she is fully qualified and fully certificated for the vacancy. If there is no position for which said teacher is "highly qualified" and fully certificated and the District determines not to continue the teacher's current assignment, said teacher shall be placed on layoff until he/she meets NCLB requirements, or is subject to recall when a vacancy occurs for which said teacher is "highly qualified".

The District and the Association will work together to inform teachers of all options available for becoming "highly qualified" under NCLB and will assist teachers in meeting those requirements under the law to the extent possible. All classes taken by a teacher for the purpose of becoming "highly qualified" under the provisions of ESEA/NCLB will be fully reimbursed by the District and fall outside of the provisions of Article X(H).

A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by Wyoming Public Schools for the duration of his/her employment. If the rules related to "highly qualified" under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

B. Area of Assignment

After June 30, 2006, teachers should not be assigned outside the scopes of their teaching certificate and NCLB "highly qualified areas, except temporarily and for good cause. The parties further agree that once a

teacher has been recognized as "highly qualified" in a content area, the District will not involuntarily transfer said teacher outside his/her content area.

C. Recruitment

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

D. Ability to Work

Teachers shall possess and maintain sufficient good health (physical and mental) to satisfactorily perform the essential functions of their assigned position. 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 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. The stages of progressive discipline will be followed, up to and including dismissal.

E. Retirement/Employment

1. Retired teachers may 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. 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. The Association shall be consulted prior to retiree's employment. At no time shall the combination of part-time employees create a full-time teaching position.
2. Retirees performing extra-duty positions must re-apply to a posting the first year after retirement. Any active unit member or non-bargaining Wyoming Public School employee will be given preference if qualified. (See Schedule B)

F. Notification and Posting of Vacancies and New Positions

The Superintendent's designee will notify all teachers of pending staff vacancies and new positions. This will be implemented by posting a hard copy in each building and with copies sent to Association building representatives. Notice of vacancies will also be posted on the Wyoming Public Schools website, as well as transmission via District Intranet email to each employee. This information will be forthcoming for each building, and interested persons have seven (7) working days to apply. In Community Education the sequential continuation of a new class need not be posted in subsequent semesters.

1. The job posting shall indicate that the assignment posted is specific in its description, i.e. multi-age classroom.
2. Assignment to a multi-age classroom shall be voluntary. Teachers should have background and/or training in multi-age teaching except in a layoff or forced transfer situation.
3. When there is to be a vacancy within a building, the vacancy shall first be offered to staff within the building who are certified and qualified for the position. Any teacher of Music, Art or Physical Education who are assigned to that building for evaluation purposes, who are certified and qualified for the position, shall have the opportunity to be considered as part of the building staff.

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 Director of Human Resources 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 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 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 designated representative.
- c. The teacher shall receive notification of the decision of the Superintendent or designated representative, within fifteen (15) days after the receipt of the principal's recommendation of release and/or acceptance.

3. Determination

The Superintendent or the Director of Human Resources 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 Director of Human Resources 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 year's 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 with appropriate endorsements and from an accredited higher educational institution, except where there is a shortage in the designated subjects and grade levels. Existing staff is grand-parented in current position.

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 North Central accreditation standards.

2. **Middle School**

- a. For all positions at the middle school level, specific certification in the subject to be taught is required.
- b. Teachers who have previous teaching experience in the Wyoming Public Schools in subject areas in the seventh and eight grade levels prior to September 1, 1982, shall be deemed qualified in these subject areas notwithstanding the other provisions of this section.
- c. All teachers hired after September 1, 1993 to teach in the middle school must possess appropriate certification and possess academic preparation so as to be in compliance with NCA standards.

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 program.

4. **Community Education**

For Community Education positions, teachers must possess valid teaching certification and other qualifications, if any, as required by the State.

5. **Reduction Procedure**

When the District is under a condition of staff reduction, staffing shall be as follows: Beginning with the first name on the District seniority list, shall be placed in an assignment in the following order of priority:

- a. Current assignment.
- b. *Another department or grade in their current building for which they are certified and qualified, if there is an open position.
- c. *Current grade or department in another building for which they are certified and qualified.
- d. *Another grade or department in another building for which they are certified and qualified.
- e. If no position is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid off.

*If a choice of building, grade or department is a factor, the teacher's choice shall be honored unless it would force the layoff of another teacher with greater seniority.

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 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 the position or the date on which employment was acted upon by the Board, whichever comes first.) 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.
 - 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. However, seniority shall be frozen and shall not accrue during any unpaid leaves of absence greater than one (1) school year granted for reasons other than health or military leave.
 - 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 as of August 30, 1993, 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**
One (1) year of seniority will be granted to all teachers who teach 600 or more hours during a school year. One-half (1/2) 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**
Board will notify in writing and secure a signoff from existing affected staff.

5. **Community Education Teachers/Alternative Education/Omega**
In the event of a total reduction or elimination of the Alternative Education Program, Community Education teachers in the Alternative Education program for secondary students will be placed on the K-12 seniority list with full seniority rights. Salary placement will be commensurate with their years of experience in the District and degree status.

- g. **Ties in Seniority**
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 digits determined by the last four digits of their social security numbers. The seniority list should be printed with ties ranked by social security four digit 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 start of the semester. In the event that Community Adult Education experiences a mid-semester budget reduction requiring the reduction of staff, such staff members shall be given thirty (30) working days notification of said layoff.

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 Superintendent or the Superintendent's designee 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 Human Resources 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 Office.

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. Such list shall be made available to all staff via the WPS/IN intranet.

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 October 31 and March 31 of each year. The Board may act in reliance upon such list.

Q. Reporting Changes in Qualifications or Certification

All bargaining unit members, to receive credit for the purposes of being qualified (as defined by Article V, Section L.3.) must report all credit hours, majors and minors, and certification changes between April 1 and May 15 each year. Failure to report said hours or certification by the deadline shall forfeit the right to claim hours or certification at any later date.

R. Teaching Certificate Renewal

1. The Board and Association recognize that ultimately teachers are responsible to maintain proper certification. Failure to maintain a current teaching certificate may result in termination of employment. No later than May 1 annually, the Board shall notify the Association President and each teacher, whose certificate shall expire June 1 of the following year, of the status of the teacher's teaching certificate, including the expiration date.
2. Teachers holding emergency or temporary endorsements and who fail to secure their full approval in a timely manner may be reassigned to positions for which they are certified and qualified.

ARTICLE VI

Teaching Assignments and Hours

A. Term "Normal Teaching Day"

The parties agree that it is in their mutual best interest for the district to maintain no less than the days and hours required by the State to generate full state aid membership payment.

1. K-12 Hours

Except in Community Education, the normal teaching day will consist of a 7 ¼ hour day, of which a maximum of 6 hours and 15 minutes in elementary and 6 hours and 15 minutes 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. Existing seminar will be continued and unaffected by this Section.

3. Elementary Planning Time

Each elementary teacher shall receive a total of sixty (60) minutes per day, immediately before and after the student instructional day, five (5) days per week, of uninterrupted planning time per the negotiated calendar, with the exception of the provisions of Article VI(A)(6). Every attempt will be made to not schedule IEP meetings during personal planning, except where there is a parental request for an IEPC. As needed, a floating sub shall be provided during annual IEP reviews. Any additional parent meeting, requested by a parent, shall be scheduled by the teacher at the teacher's convenience.

- a. Additional Elementary planning time (Grades 1-5) will be provided as follows:

- Music – 1 (one) 45-minute block per week
 - Physical Education – 1 (one) 45-minute block per week
 - Art – 1 (one) 45-minute block per week.
 - Media – 1 (one) 45-minute block per week in the media center (with the media paraeducator)
 - Technology – 1 (one) 45-minute block per week (with the media paraeducator delivering a District designed and directed lesson). Neither classroom teachers nor paraeducators shall be responsible for the development of any technology lesson plans.
- b. Additional kindergarten planning time will be provided as follows for each ½ day session:
- Music – 1 (one) 25-minute block per week.
 - Physical Education – 1 (one) 25-minute block per week.
 - Art – 1 (one) 25-minute block per week
 - Media – 1 (one) 25 minute block per week in the media center (with the media paraeducator)
 - Technology – 1 (one) 25-minute block per week (with the media paraeducator delivering a District designed and directed lesson). Neither classroom teachers nor paraeducators shall be responsible for the development of any technology lesson plans.
- c. All attempts will be made to schedule the additional planning time sections noted in paragraphs a. and b. above on a one per-day basis, if possible.
- d. Elementary Special Education and ELL teachers shall additionally receive twenty-five minutes of planning at the start of the student day and twenty-five minutes at the end of the student day for personal planning unless there is a parent request for an IEP meeting that cannot be held at any other time.
- e. Teachers of Music, Art, and Physical Education shall additionally receive two-hundred twenty five (225) minutes of planning time throughout their weekly schedule. Such time is separate from travel time between classes and the lunch period. All planning time shall be in block periods of a minimum of twenty-five (25) minutes during the day, however, time connected to either the before or after school day planning time will count toward the 225-minutes.
- f. If school is not in session due to scheduling, snow days, etc., the planning time will not be made up.
- g. The work schedule for all teachers (elementary and secondary) on professional development days will be 7:30 AM – 3:15 PM.

4. Travel Time

It is agreed that there is a five (5) minute travel period between classes of Music and Physical Education, and a ten (10) minute travel period between classes of Art (unless there is an Art Room in the building). Said travel time will not be considered part of the teachers planning time.

5. Staff Meetings

Up to two (2) building staff meetings per month may be held in each building during either the before or after school teacher report time, dependent on district-established building report times.

The principal in each building, in conjunction with the teaching staff, will develop the annual schedule for such meetings. Staff meetings will be of a duration of no longer than thirty (30) minutes per meeting.

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 ($1/6^{\text{th}}$) of the teacher's 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 only involves a total of five (5) classes, shall receive one-tenth ($1/10^{\text{th}}$) of the teacher's base pay. Any half year, or one semester 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. Such assignments will be made based on seniority, certifications, qualification and availability. Master schedules will not be altered unless no one is available.

2. Special Area Teaching Time

- a. 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, data analysis, conferences with parents or other school personnel, however, the classroom teacher's attendance during instruction by teachers of these areas will be at the professional discretion of the classroom teacher. The classroom teacher, shall, if requested by the special teacher, assist the teacher of special areas on the day of the performance or activity. Whenever the teachers of these areas are absent and the classroom teacher must forfeit this planning and conference time, the teacher shall be compensated at the hourly rate specified in Schedule D or accrue compensatory time. Teachers of the content areas listed above 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 such teacher to notify the person responsible for calling substitute teachers, and to notify the buildings affected of the teacher's absence.
- b. Split responsibility between classroom and each special teacher (providing delivery from their program or room one way).

C. Supply Teachers

Teachers may be temporarily employed as supply teachers at the hourly rate specified in Schedule D, 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 reassignment 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 the 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. Alternative Education

- a. Positions will be filled from Community Education or new hires based on seniority, certifications and qualifications. Seniority will be granted on the Community Education seniority list. All new hires will receive seniority in separate Community Education unit. Staff selection will be in accordance with the Master Agreement. All employees must have appropriate certification. Layoffs may occur after the first nine (9) weeks of the count period. Staff will be fully employed in the initial nine (9) week period. The assignment may be altered based on student enrollment with an 18/1 or not less than 75% of enrollment benchmark (if less than 18). The nine (9) week period following the count period will be the implementation time frame for layoff or reduction. Assignments will be finalized no later than the end of the seventh (7th) week of the count period.
- b. Shared-time teachers will accrue Community Education seniority. They will be provided all rights and provisions provided in the Master Agreement for Community Education teachers.

2. Community Education Staffing

- a. The ABE/ESL/HSC program will be offered, and if enrollment is appropriate, operate no less than 450 hours.
- b. Independent Study/GED - 25/1.
- c. Periodically, guest lecturer/adjunct specialists will be used to augment specific offerings and enhance curriculum, however, no position will be reduced, replaced or eliminated as a direct result nor will the guest lecturer/adjunct specialist become a bargaining unit member. The regular classroom teacher will retain all daily responsibilities in the classroom.

3. Grant Programs

Non-FTE Grant Programs will be required to balance revenue and expense. Salary and benefits will be totally grant funded. All WEA employees will be paid an amount equivalent to the Teacher Assistant base rate for each year for the duration of this Agreement. WEA members will have active involvement in the response to the request for proposal, including salary allocations. WEA Association members only will have right of first refusal on positions based on seniority, certification and qualifications. Only existing Association members will accrue seniority in the Bargaining Unit. Acceptance or rejection of Grant positions shall not jeopardize other employment rights under this agreement.

4. Paid Preparation Time for Community Education and Omega Community Schools

For every five (5) 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.

5. In-Service For Community Education

- a. Teachers shall be paid at the regular contract rate for in-service. In-service hours will be during the first day district-wide orientation as per the negotiated calendar and specific program in-service for the remaining portion of the first day (seven (7) hours total).
- b. Additional in-services maybe 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 the teacher's regular rate.

6. Covering a Class for an Absent Teacher

In the event a substitute teacher is not available, at the option of the teacher and with prior supervisor's permission, covering a class for another instructor will receive in addition to regular compensation, the Schedule D hourly rate or compensatory time. If the teacher is asked and agrees to cover a class for another instructor while simultaneously teaching, the teacher will receive two (2) times his/her own hourly rate, or compensatory time.

G. Grade/Class Assignment

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 with the building administrator 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 the scheduling and assignment of personnel.

H. School Day

Except in Community Education, the school day shall not start before 7:00 a.m., (with the exception of zero hour and flex 90 classes) or extend beyond 4:00 p.m., without professional compensation as specified in Schedule D.

All Secondary and Parkview Elementary Teachers shall be released ½ hour early on all Fridays when students are in session. All other elementary teachers shall have a ½ hour late report on all Fridays when students are in session.

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 7-3/4 hours as defined by Article VI, H., shall be entitled to compensation in accordance with Schedule D., for appointments made for the convenience of the administration or parents, which appointments constitute an extension of the normal school day as previously defined.

2. 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. Instructor shall be compensated at base rate, capped at 2003-2004 Schedule D for the duration of this Agreement.

L. Extended Contract

Except for Community Education, a teacher whose regular teaching assignment for the school year is extended, shall be paid 1/182.5 of the teacher's salary for each day worked beyond the 182.5 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 Schedule D. 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. All certified staff shall be included in the conference schedule.

2. Kindergarten

Kindergarten teachers will be given up to but not more than double the time granted to teachers in grades 1-5 to conduct parent-teacher conferences. If it should be in the best interest of students, the building administrator may recommend a substitute teacher be employed in lieu of additional time and/or compensation.

3. Elementary Spring Conferences

Elementary teachers can accrue twenty (20) minutes of compensatory time for each parent/teacher conference scheduled over twenty-one (21) during spring conferences only. It is understood that 100% parent participation in spring conferences is not required and that the teacher has flexibility in scheduling additional conferences beyond 21.

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 community programs and/or activities is desirable.

O. Job Sharing Arrangements May be approved as Follows:

1. Application

Two teachers desiring to share a teaching position may make application to the Superintendent's designee. Such application shall include a written proposal regarding hours of work, job duties, in-service, staff meetings, conferences and division of responsibilities. The Superintendent's designee shall meet with the applicants to discuss their proposal and thereafter make their 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 their 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 Superintendent's designee 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.

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

P. 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 Negotiation Procedure as set forth in Article XV.

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 and Computer

Telephone facilities shall be made available to teachers for their reasonable use. This shall not be construed to include toll calls. All teachers shall have access to a computer and printer during their planning period in an area not occupied by students or non-staff individuals.

C. Vending Machines

Vending machines may be installed in the teachers' lounge provided the staff of the building maintains them.

D. Adequate Parking Facilities

Adequate parking facilities with appropriate lighting 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, disability 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, Media Center facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers and printers 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 the teacher 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. Office Equipment

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

I. Placement of Special Needs Students

To better assure an effective instructional program, every effort will be made to reduce class size of a regular classroom when students with disabilities are placed within that regular classroom.

J. Paraeducators

Recognizing that the use of paraeducators 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 paraeducators, to the degree it is financially feasible. The Board further agrees that these paraeducators who are employed to assist teachers and students in the current individualized programs, are integral and essential to the success of that program. The Board will provide a substitute when the paraeducator is mandated by law or by the IEP. To the degree possible, the Board will also provide a substitute for any non-mandated paraeducator who is unavailable for work.

K. 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 rights of the pupils, rather than in terms of the rights of the teachers. In the study of controversial issues in our schools the pupil has four (4) rights 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, the student 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 opinions on controversial issues without thereby jeopardizing relations with 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 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.

L. 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.

M. Student Conduct

1. Procedure for Student Misconduct

The parties agree that quality learning 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, teachers have a right to defend themselves. For further clarification see Board Policy #4630.

N. Access/Privileges to Buildings

All teachers shall be issued card/key access for gaining admittance into the assigned building at times other than the normal 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 provisions of this Section shall immediately forfeit access privileges.

O. Leaving Building During Normal School Day

1. Permission

The Board hereby recognizes the desirability and right of a principal or Community Education Administrator to grant permission to an individual teacher to leave the 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
Developmental K	16 students per class
Kindergarten	22 students per class
Developmental 1 st	19 students per class
1 st grade	22 students per class
2 nd grade	23 students per class
3 rd grade	23 students per class
4 th grade	24 students per class
5 th grade	25 students per class

b. **Multi-age (any combination of not less than 3 grades)**

K-3	22 students
1-3	23 students
3-5	24 students

c. **Overload Compensation/Relief/Split Grade**

- 1. When these class standards are exceeded the teacher of the class shall be compensated for each additional student assigned beyond the class size standard at the rate of 12.5 percent of the hourly rate per student on the teacher's class list as of the official student count day per semester times the number of student days per semester up to three (3) additional students. Thereafter, should additional excess student membership be assigned, the teacher of the class shall be compensated at the rate of 18.75 percent of hourly rate per student assigned on the official student day for each additional student beyond the initial three (3).
- 2. Instead of paying the teacher additional compensation for excess student membership, at the discretion of the Board and with the input from the WEA, the teacher may be assigned teacher paraeducator assistance (excluding health care paraeducators) of at least ¼ 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.

3. 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.
4. Appendix chart E shall be used for calculation of overload. Percentage totals shall be rounded up for odd numbered amounts, down for even numbered amounts.

2. **Secondary**

a. **Secondary Standards**

<u>Subject</u>	<u>Class Size</u>
Language Arts	23
Composition Classes	20
Social Studies	25
Mathematics	25
Science	25
Foreign Language	25
Business	25
Keyboarding	25
Industrial Arts (woods, metals, etc)	20
Drafting	24
Vocational Shops (homebuilding, etc)	17
Life Skills	25
Art	25
Physical Education	30
Health	25
General Education	25
Developmental*	16
CAD	20
Vocal Music	Unlimited
Instrumental Music	Unlimited

* "Developmental" classification shall be defined as a class designed for regular education students who are significantly below grade level.

b. **Overload Compensation**

When these standards are exceeded the teacher shall be compensated for each additional student assigned beyond the class size standard at the rate of 2.5 percent of the hourly rate per additional student per class period as of the official student count day per semester up to two (2) additional students. Thereafter, should additional excess 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 two (2).

3. **Special Education Standards/Students Services**

a. **Elementary**

<u>Classification</u>	<u>Standard</u>	<u>Caseload Number</u>
ECSE (PPI)	12	24
E.I.	10	15
L.D.	10	15
M.C.I.	10	15
Resource Room	10	20

b. **Middle School and High School**

<u>Classification</u>	<u>Standard</u>	<u>Caseload Number</u>
E.I.	10	15
L.D.	10	15
M.C.I.	15	15
Resource Room	12	20

c. Student Services	
Social Workers	60
Speech Pathologist	60
Teacher Consultants	25

d. Departmentalized High School or Middle School

Departmentalization is the practice in secondary schools where special education teachers share students beyond their official class list or caseload.

4. Special Education Overload Compensation

- a. Overloads do not apply if the paraeducator is present in the special education classroom during that period/hour except for ECSE and elementary MCI.
- b. Count dates for the purpose of overload shall be the same as regular education.
- c. The hourly rate for overload pay shall be in accordance with paragraph d. below.
- d. Overloads for special education students will be at the rate of 3.75 percent of the hourly rate for each student assigned per class period. When students are assigned all day, the rate shall be 18.75 percent of the hourly rate (5 x 3.75). Overload that exceeds the caseload number shall be paid at the rate of \$50 per student per semester.
- e. Student Services overload compensation will be based on elementary and secondary percentages and will be determined by the Director of Student/Human Services after consultation with the affected Student Services personnel.

B. Mainstreamed Special Education Students

1. 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 class list and count as full-time students (excluding specials).
- c. Special Education students spending one hour for instruction (or major portion thereof), shall be counted for class size purposes. 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, A., 1 & 2.

2. 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.

3. Team Teaching - Elementary and Secondary

The District and the Association recognize the importance of expanding and providing additional assistance for ELL and Special Education students. To promote voluntary team teaching between general education teachers and special education teachers, the established class size standards 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, plus special education standards, 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.

- 4. English Language Learner (ELL) students shall be counted in the calculation of class size for the purpose of complying with the terms of this article as being weighted as 1.0 students. ELL

students will be tested annually and the same will be considered when determining grouping plans and individual student placements.

5. A special education teacher regularly assigned as a special education classroom teacher shall not serve simultaneously as a teacher consultant.

C. Teacher Input

The Board and Association recognize that the equitable distribution of students (including the distribution of students with special needs) between classrooms is desirable. Therefore, a building administrator shall annually consult with building faculty members and/or the School Improvement Teams in order to reach consensus about student grouping plans and individual student placements. If consensus cannot be reached, the building administrator and/or Superintendent's designee has the final right of assignment.

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 official student count day each semester.

E. Community Education Class Sizes/Cancellation

The terms of this section are applicable only 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 teacher 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

High School completion classes will not be cancelled after either of the official State fall or spring count days.

3. Class Size Exclusions

The following Community Adult Education programs are not subject to any specific class size language: ESL. 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:

22 FTE/Staff Member (2 Base Staff)

- 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. 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 FTE to one for all other programs. Staff or staff members may be reduced in total or in part.
- c. Additional full-time staff above base will be hired at 30 ESL.

ARTICLE IX

Least Restrictive Environment

The Board and the Association agree that the Least Restrictive Environment as outlined by the Individuals with Disabilities Education Act amendments of 1997, requires "to the maximum extent appropriate" all handicapped children be educated with non-handicapped children (34CFR { 30.130 and 34 CFR } 300.550-300.556) and that justification for not participating in regular education must be established. The Board and the Association further agree that in making the LRE placement/assignment, additional factors to be considered are closeness to the student's home school assignment if student were not handicapped, potential harmful effects on the child, quality of service the students 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 Education 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 provided by Board and completed. A building administrator shall provide back-up assistance.

B. Deviations

Deviations from this Article shall be considered under Article XIII, A.4.

ARTICLE X

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, (or in case of a probationary teacher who was hired later than the beginning of the school year, at least sixty (60) days before the end of his/her anniversary 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 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 middle 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 shall be issued for new extra duty assignments only by June 15 of each year and shall stipulate the extra duties assigned and the stipend for each responsibility as provided for in Schedule B of the effective Master Contract or the contract to be negotiated effective for the ensuing year. Copies of a spreadsheet noting all extra duty assignments will be available to all members by June 30th.
2. Individual contracts issued for extra duties shall provide the 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 supercedes 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 182.5 days. First-year teacher days shall consist of 183.5 days beginning in 2004-05. First-year probationary teachers shall be compensated for the one (1) additional day before school in-service time at the Schedule D rate. The Association shall be granted two (2) hours out of the one (1) in-service day with first-year probationary teachers prior to the beginning of school, to conduct an Association in-service with said teachers. A minimum of 1098 hours shall be scheduled for instruction, as required by the State Department of Education.

b. **Hours**

As required by the State of Michigan, a total of 1,098 hours in grades 1-12 and 549 hours in Kindergarten shall be scheduled. No more than three (3) hours of additional time per year shall be scheduled. Should the required number of hours and days be changed by the State of Michigan, the Board and the Association shall meet to mutually agree on a solution. See salary schedule for pay on extra days and hours.

c. **Snow Days**

Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical 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 makeup of the canceled instruction days, and may agree to vary from the method stated herein above by mutual agreement.

d. **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 hours 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. Hours lost due to schools closing under this eventuality shall not be rescheduled unless otherwise required by state law to qualify for state aid.

1. If the cancellation of school is within the legislated number of hours allowed for "Act of God" hours whereby the school district is not subject to a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc), the employee's request for leave shall be voided and the employee shall suffer no loss of time or hours to his/her respective leave bank nor any loss of pay.
2. If the cancellation of school is outside of the legislated number of hours allowed for "Act of God" hours whereby the school district would either have to make up said hour(s) or otherwise suffer a loss of state aid, and an employee has requested any type of paid leave (i.e. Association day, sick leave, bereavement leave, personal day, etc.), the request for leave shall be voided and without loss of time to the employee's respective leave bank. Any such hours that fall outside of the "allowed" Act of God hours shall be rescheduled for a later date mutually agreed upon by the parties.
3. If an employee attends a work-related conference or meeting on a date when school has been cancelled due to unforeseen circumstances, and said hour(s) fall within the number of hours "allowed" as Act of God hours by the State Aid Act, the employee shall not be additionally compensated.
4. If an employee attends a work-related conference or meeting on a date when school has been cancelled due to unforeseen circumstances, and said hour(s) falls outside of the number of hours "allowed" as Act of God hours by the State Aid Act, the employees shall receive compensatory time for said hour(s).

e. **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 Pays

All 38 week, 182.5 day employees and full-time Community Education staff shall have the option of receiving their pay in either 20 or 26 equal installments. Dual employment bargaining unit members shall have the option of receiving their pay in either 22 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. All part-time shared-time staff members will be paid on the 20-pay period plan only.

2. 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.

3. 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. Any staff member wishing to have an extra duty spread across 26 pays must submit a written request prior to the second day of school.

4. Payroll Changes

The last date for changes in payroll will be two (2) weeks prior to the payroll in which the net changes will be reflected.

5. Copies of Contracts

Copies of the contracts issued probationary teachers, teachers accepting new extra duties and copies of the memorandum furnished tenure teachers will be available to the Association by October 1. Copies of spreadsheet noting all extra duty assignments will be available to the Association by July 30th.

6. 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 (1/2) 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 ESL, Omega, and Shared-Time shall be paid on a salary basis prorated as to the proportion of assignment 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. Part-time teachers will be paid on an hourly basis in accordance with Schedule A. 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.

7. Retirement

The Board shall pay on behalf of each teacher, the contribution to the Michigan Public Schools Employees' Retirement System.

8. **Compensation for Time Beyond the Normal School Day**

a. **Time beyond 7- 3/4 hour day**

Except for Community Education, teachers shall be compensated for any time spent beyond the seven and three-quarters (7 3/4) hour day for any school activity assigned to the teacher by the principal on any school day unless such activities are provided for in the Extra Duty Pay Schedule of this Contract. Compensation shall be paid at the hourly rate of Step 0 Class I.

b. **Paid Activities**

These rates shall apply for substituting, curriculum writing, summer school, driver's training, extended Kindergarten conferences as approved, after school tutoring and homebound 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. Curriculum hours, substitutes, summer school, drivers training (capped at the 2003-2004 rate), and kindergarten conference time shall be paid at Class I, step 0 base.

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 7:00 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. Adult Education teachers who work a split shift that extends beyond 5:00 p.m. will be paid at their hourly rate plus \$.75 per hour for the work completed after 5:00 p.m.

9. **Compensation Time**

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

- a. No more than seven (7) days may be carried over after June 30 each year. Any additional compensation time balances must be cashed out by June 30 each year.
- b. Comp time may not be used for retirement earlier than the last contract day (i.e. no early retirements).
- c. Compensation time may be earned for most school related activities, but must be approved by the Principal or Director prior to accrual.
- d. Current camp language is maintained.
- e. Payout for accumulated comp time will be made at the rate outlined in Schedule D upon the teacher's resignation, retirement, or death.

10. **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.

- 11. 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 base salary, the sum of one hundred dollars (\$100.00) or two (2) days compensatory time at the teachers 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 the teacher's discretion. Camp Coordinators will receive an additional stipend of \$500 (2 per building). 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.
- 12. Pre and Post Student Attendance Days**
 Returning teachers shall not be required to report more than three (3) scheduled working days prior to the beginning classes in the fall, or to remain more than one (1) day after classes end in June.
- 13. Credit for Outside Experience/Degrees**
 Teachers joining the Wyoming Public Schools in more than one-half (1/2) time capacity may be placed on the salary schedule in their proper classification, and on the step through five (5) whose number corresponds to the number of years of teaching experience outside the system. Teachers in the trade area may be granted up to ten (10) years for full-time work related experience.
- 14. Payroll Information**
 Each teacher shall be responsible for signing the payroll report, listing days present, days absent, dates of absences and nature or absence.
- 15. Automobile Use/Travel**
- a. **IRS 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.
- 16. Payroll Deductions**
 The Board agrees to make payroll deductions, if applicable, for the following: The Lake Michigan Teachers Credit Union, MESSA Insurance, MEPSA options, Association Dues, MEA-PAC, and Tax-Deferred Annuities, and any or all State Retirement Board tax-deferred credit-service purchasing plans. Payroll deductions authorized by the Board, but not specified in this Agreement, shall be supported by properly executed authorization slips.
- 17. Part-Time Teachers**
- a. Part-time teacher contracts shall be equated as follows:

1 (one) class	.17
2 (two) classes	.34
3 (three) classes	.60
4 (four) classes	.80
5 or more classes	100% contract

A part-time teacher desiring a vacant full-time position will receive consideration including an interview prior to hiring outside. Part-time teachers recognize there is no contractual guarantee for full-time employment.
 - b. Homeroom assignment for part-time teachers will be compensated annually at 3% of base (Classification I).
- 18.** The Board shall provide athletic tickets to all Wyoming Public School teachers and a guest. The teacher understands that there is a responsibility to insure the safety and security of all participants, and may be asked to assist in crowd control. The Board may also withhold tickets for

specific misuse or inappropriate behavior. The Board will consult with the Association regarding the denial of tickets.

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 herein below: Beginning November 1, 2004, the bargaining unit member may select either MESSA-PAK A insurance option (MESSA Super Care I Revised or Messa Choices II), but selection of the MESSA-PAK A with existing Super Care I health option, shall result in the member paying the cost difference between the straight rates of the Super Care I Plan and the MESSA Choices II Plan for the employee's coverage level (single, 2-person or full family).

a. Plan A: Super Care I Revised with XVA2 Rider, \$10/\$20 Rx (beginning 9/1/07),
Preventive Care Rider,
Delta Dental 100/100/100/90 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP3,
\$45,000 Life Insurance
LTD Insurance at 66-2/3%, \$4,500 monthly maximum
with 90 day waiting period (modified fill)

or

PLAN A: MESSA Choices II with XVA2 Rider, \$10/\$20 Rx (beginning 9/1/07),
Delta Dental 100/100/100/90 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP3
\$45,000 Life Insurance
LTD insurance at 66-2/3%, \$4,500 monthly maximum with
90 day waiting period (modified fil).

b. Plan B*: Delta Dental 100/100/100/90 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP3
\$50,000 Life Insurance
LTD Insurance at 66-2/3%, \$4,500 monthly maximum
With 90 day waiting period (modified fill)

* For each employee who chooses Plan B, the Employer shall make payment each month in lieu of benefits according to the following schedule: Two-hundred Fifty dollars (\$250.00).

c. The parties acknowledge that 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 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 of support services as the result of such bidding.

d. Prescription Reimbursement Pool

For those employees taking Plan A, the district agrees to provide \$100,000.00 each year of the agreement into a reimbursement pool. In 2007/2008 and 2008/2009 school years, staff shall be responsible for the first \$175.00 out-of-pocket prescription drug expenditures. This amount shall increase to \$200.00 for the 2009/2010 school year. Once the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drug shall be retracted for privacy reasons) establishing the out-of-pocket expenditure. Thereafter, the District agrees to reimburse staff members for all out of pocket prescription expenditures. In the event that the reimbursement pool is depleted, the parties agree to meet to negotiate additional money to the pool. The parties further agree that there will be no MAC (ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement.

Reimbursements shall occur quarterly on the following schedule:

<u>Receipts submitted by:</u>	<u>Reimbursement paid by:</u>
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year, for prescription drug deductible purposes, shall be September 1 – August 31.

2. General Insurance Information

The benefits delineated herein above 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 salary over twenty (20) pays will receive continuous insurance coverage for the entire twelve (12) months. However, the teacher must contribute their own share of any premiums due, if applicable, to cover the period from June to September. Premiums for the insurance coverage selected (MESSA Choices II PAK-A or PAK B) will be fully paid by the employer.

3. Part-Time Teachers

Current Part-time teachers are eligible to select Plan A and receive payment of one-half (1/2) the premium amount paid for full-time teachers for Plan A, or to select Plan B and receive full payment cash in lieu of benefits. The Employer premium contribution for all staff members hired after June 30, 2004 shall be prorated based upon the following:

1 (one) class	20%
2 (two) classes	40%
3 (three) classes	60%
4 (four) classes	100%

Part-time teachers teaching three (3) or more classes may select Plan B and receive full payment cash in lieu of benefits.

4. Community Education

Beginning with new hires in 2004-05, Community Adult Education teachers contracted to teach 800 hours or more per year shall be entitled to full insurance coverage. Those contracted to teach for between 600 and 799 hours shall be entitled to Board payment of seventy-five (75%) of the MESSA Choices II premium amount, which may be applied to the selection of either MESSA SCI Revised or MESSA Choices II PAK-A coverage, or full payment of the Plan B amount with the cash in lieu of benefit. Those contracted to teach between 300 and 599 hours shall be entitled to a Board payment of one-half (1/2) of the MESSA Choices II premium amount, which may be applied to the selection of either MESSA SCI Revised or MESSA Choices II PAK-A coverage, or

may receive full payment of the Plan B amount with the cash in lieu of benefit. 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 base.

D. Loss or Damage to Personal Property

The Board shall reimburse a teacher for loss, damage or destruction of their own 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 window 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 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 the teacher's 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 holiday 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. Vehicle must be repaired and proof of completion (i.e. invoice) provided to district prior to compensation.

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 following depletion of leave time.

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 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 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. This provision shall not apply to teachers hired effective the 2004-05 school year and beyond.

2. Rate

Beginning with the 2004-05 School year, reimbursement shall be at the cost of a 2007-08 graduate semester hour (\$375 per credit hour) at Grand Valley State University (GVSU). Term hours shall be prorated from this amount.

3. Maximum hours toward MA Degree

All hours toward an MA, after completion of the continuing certificate, shall be reimbursed.

4. Maximum Hours After M.A. Degree

Reimbursement will be made for a maximum of six (6) semester hours taken after the Master's degree.

5. Time Lines

- a. A maximum of two (2) courses per year shall be reimbursed.
- b. There will be no reimbursement for classes taken under any scholarship grant.
- c. Reimbursement will not be made to teachers new to the Wyoming Public Schools system for courses taken before school begins.

6. Documentation for Payment

- a. Evidence must be submitted to the Superintendent or his/her 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.
- b. Proof of classification changes must be submitted to the Personnel Office prior to the 1st payroll in September for full-year credit, and the 1st payroll in January for one-half year credit.

7. 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.

8. ESEA/NCLB Classes

All classes taken for the purpose of a teacher becoming "highly qualified" under the provisions of ESEA/NCLB shall be reimbursed in full by the Board, and shall be exempt from the above provisions.

I. School Improvement Stipends

1. Secondary Level (8 team members per building)
 - a. Five percent (5%) annually of the BA base rate for each of the following:
 - Four (4) Core area department chair SI team members
 - One (1) Electives area department chair SI team member
 - One (1) Special Education Department chair SI team member
 - One (1) SI Chairperson/District SI Representative
 - b. One and one-half percent (1 ½ %) annually for the BA base rate for each of the following:
 - One (1) WESSA SI team member
2. Elementary Level (7 team members per building)
 - a. Three percent (3%) annually of the BA base rate for each of the following:
 - Four (4) core area department chair SI Team members.
 - One (1) SI Chairperson/District SI Representative
 - b. One and one-half (1 ½ %) annually of the BA base rate for
 - One (1) non-core area SI Team member
 - One (1) WESSA SI Team member

J. National Board Certification

Each teacher attaining National Board Certification shall be compensated \$1,000.00 annually in addition to the compensation for his/her step placement per Schedule A.

ARTICLE XI

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 adoption of a pre-school child or up to fifteen (15) paid leave days for paternity leave. Leave for adoption or a planned and or foreseeable leave for instructional staff member will be subject to the Family Medical Leave Act provision. "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 the teacher's 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 Personnel office as soon as possible. All paid and unpaid leaves will run concurrently with Family Medical Leave Act leaves, where applicable.

B. Number of Days and Accumulations

Each Day School program employee will be granted sixteen (16) 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 112 hours for the year. The paid leave time is available for use when the employee begins the 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. Teachers must be actively employed at the start of the school year to receive allocation of days.

C. Retirement/Severance Pay

1. Employees will receive compensation into a 403(B) plan of the employee's choice from the District's approved vendor list (VERP participants fall under the VERP Letter of Agreement), for unused accumulated leave time at the time of separation or retirement, provided they have been employed a minimum of ten (10) years according to the following table:

Years of Service	Retirement	Severance
11 – 19	Hourly rate (1 hour) per day to a maximum of 300 days.	\$8.50 per day to a maximum of 125 days
20 and over	Twice the hourly rate (1 hour) per day to a maximum of 300 days.	\$13.00 per day to a maximum of 125 days

An additional \$400.00 stipend shall be paid in addition to the previous payout to any employee who has accumulated leave of 310 or more days.

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

Plan A

Following options:

- a. Signup for retirement insurance as of July 1, and receive cash in lieu of benefits in the amount of \$250.00 for the months of July and August.
- b. Remain on the school districts insurance until August 31.

Plan B

Will remain same until August 31 – will keep on receiving cash in lieu of benefits 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 the employee's estate.

D. Business Leave

An employee may use three (3) paid leave days each school year as business leave days. The business leave days are 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 days 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.

Teachers - 3 Business Days
 1 Special Leave Day (if 40 in bank)
 2 Special Leave Days (if 100 in bank)

A total of five (5) days may be taken if the teacher has a minimum of 100 days in the bank.

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. To be eligible, a teacher must have an accumulation of forty-eight (48) leave days at the time of the request. The 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 at 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 Administrator, 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 said salary reduced by the employee's 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 XI,c.
4. Any employee with more than forty (40) leave days may relinquish a maximum of two (2) 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 five (105) 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 two (2) per year.
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 the employee's 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 to attend 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 XI, H. and Article XI, 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 shall be for the remainder of a semester of 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 Superintendent's designee or director of Community Education may require a physician's statement regarding the teacher's fitness to perform the essential functions of his/her assigned position when the leave is related to a disabling condition.
4. Upon return from leave, teachers shall be placed on 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.

All leaves in Article XI(1)(3), and XI(1)(4) (beyond FMLA limits) shall additionally be subject to the following condition:

1. Seniority shall be frozen and not accrue during unpaid leaves of more than one (1) school year.

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 benefited. 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 applicants' 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.
2. 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 WEA 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 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 their 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 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 XII

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. Furthermore, the Administration and the Association recognize the special needs of the probationary teacher. To this end each probationary teacher will be assigned a new teacher mentor as delineated in this Article.

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. 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. It is recommended that all tenured teachers be evaluated with Plan B at least every three (3) years.

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 for reasonable and just cause. 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. The teacher 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 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. A review/discussion of the plan of improvement shall take place prior to spring break.

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 the decision. The placement of a tenured teacher on Plan B does not necessarily mean the teacher's performance is unsatisfactory. Plan B is not meant to be punitive.

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

It is the interpretation of the District and the Association if there are at least sixty days between the first and last probationary observation cycles, the parties have satisfied the requirement contained in the Teachers' Tenure Act that a teacher's evaluation be based on "at least two classroom observations held at least 60 days apart" prior to the 3rd Friday in March.

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 the end of the twelfth (12th) week of the first semester.

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 by 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

- a. Teacher and administrator will review results of last observation on completed Appendix B.
- b. Probationary teacher's last observation must be completed by the third Friday in March. Unsatisfactory tenure teacher's last observation must be completed by the last Friday in April.
- c. Satisfactory tenure teacher's last observation must be completed by the second Friday in May.
- d. Second observation for satisfactory tenure teacher is at the option of the administrator provided it is completed by second Friday in May.

Step V Final Copy – Appendix A

- a. Teacher and administrator will review and sign completed Appendix A.
- b. Probationary teachers must be completed by the third Friday in March. Unsatisfactory tenure teachers must be completed by the 2nd Friday in May.
- c. Satisfactory tenure teachers will be completed by the fourth Friday in May.

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. In no case shall formal observation periods be less than (30) minutes in duration. Where feasible, an 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. 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, without the agreement of the teacher, unless the plan of assistance indicates otherwise, or after a leave of absence.
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 observation 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. If the non-tenure teacher is on an anniversary year schedule, per the Tenure Act, these timelines will be adjusted accordingly.

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 evaluation conference. 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, the teacher may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in the teacher's 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 the teacher is _____ Satisfactory _____ Unsatisfactory."

h. New Teacher Mentor

1. New teacher mentors are to be selected from current tenured teaching staff or from retirees, either administrative or teacher. To the extent possible, new teacher mentors will be selected at the close of the previous school year.
2. The building principal/director and the WEA will by consensus mutually agree upon the appointment of a New Teacher Mentor from within the building for each probationary teacher. If possible, the New Teacher Mentor would teach the same subject area or the same grade level as the probationary teacher. The New Teacher Mentor will serve in an advisory capacity only.
3. At the request of either the probationary teacher or the New Teacher Mentor, a New Teacher Mentor may be appointed by the Principal/Director.
4. The New Teacher Mentor 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.
5. In the event a teacher receives a needs improvement or unsatisfactory on Evaluation A, the Teacher Mentor would be assigned. The Teacher Mentor shall be a member of the bargaining unit or a retired teacher.
6. A list of volunteers for mentor positions will be collected during the spring of each year. The criteria for the selection of the mentors from this list should include:
 - a. Department/Grade of the mentee
 - b. Tenure teacher
 - c. A Master's Degree

- d. In lieu of a Master's Degree, a candidate that has successfully completed graduate class work equal to 30 hours or the last term of MA degree may be appropriate.
 - e. All mentor appointments without a master's degree will be determined by the Superintendent or the Superintendent's designee.
7. The duties of the mentor should include.
- a. Participate with new teacher in mentor/mentee training through KISD and KCEA
 - b. Meet with new teacher on a regular basis (at least monthly).
 - c. Assist if requested in completion of paperwork including lesson plans.
 - d. Observe at least once a marking period a teaching lesson during the mentor's prep time.
 - e. To provide positive support for a new teacher.
 - f. If a mentor teacher is assigned to a 1st year probationary teacher prior to the before-school-in-service, the mentor shall make every attempt to attend the ½ day in-service (Association) with the mentee.
- i. **Tenure Act Procedure**
Teachers whose services are being considered for termination under the 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.
 - 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 XIII

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 the Master Agreement.

1. The Wyoming School Board, the Wyoming Education Association and the Wyoming Educational Support Staff 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 Public School System.

2. The Board of Education, the Wyoming Education Association and the Wyoming Educational Support Staff 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. Any changes must be mutually agreed upon by both the Board and the WEA and WESSA.

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 as follows:

Secondary building School Improvement teams (eight (8) members per team):

One (1) position staffed by the department chair in each of the four (4) core areas – four (4) positions overall.

One (1) position staffed by the department chair for the electives content area.

One (1) position staffed by the Special Education department chair.

One (1) position staffed by a member of WESSA.

One (1) SI chairperson/District SI Representative of the committee. This position represents all instructional areas.

Elementary Building School Improvement teams (seven (7) members per team):

One (1) position staffed by the department chair for each of the four (4) core areas – four (4) positions overall.

One (1) position staffed by a staff person from a non-core area.

One (1) SI chairperson/District SI Representative of the committee. This person represents all instructional areas.

The School Improvement teams will have the empowerment under Correlates of Effective Schools as delineated in the District School Improvement Plan to investigate, implement and change existing procedures and practices in their building to improve educational services.

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. Any member of a building School Improvement Team will be released from their regular duties if the established meeting time conflicts with the person's regular work assignment hours, and make up the missed work time.
 - 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 the bargaining unit member.
 1. The Chairperson of each building Team will be chosen by the Principal.
 2. All other EA members of each Elementary Building SI Team will be elected by the EA staff in the building. Each WESSA member on the Elementary Building SI Team will be elected by the WESSA members in the building.
 3. All other EA members of each Secondary Building SI Team shall be elected by their respective departments. Each WESSA member on the Secondary SI Team will be elected by the WESSA members in the building.
 4. A procedure for rotation on/off the School Improvement Team will be established by the election process.

- c. Each Building School Improvement Team will follow the Wyoming Public Schools defined decision making procedures, as defined by the District School Improvement Team.
 - d. The District SI Team shall consist of each building SI Chair, an administrator from each building, the WEA and WESSA Presidents (or designees), the Superintendent's designee, a Board member, and a representative from the community.
4. Any modification of the current Contract or Board policy from an SI Team must be submitted on the approved deviation form. Said modifications must be reviewed by both the Board and the WEA and WESSA.
 5. The Board and the Associations 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.

B. Compensation

All committee work identified in this Article shall be compensated as provided in Article X, I, School Improvement Stipends.

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 of 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 claim.

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. Employees have the right to review their own file. 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. Both the administration and the aggrieved party want a timely and expedient resolution to the problem. An agreement to extend time lines, or suspend timelines is always possible if the two

- sides agree. If, however, no suspension of time lines is agreed upon, and if time lines are violated the grievance proceeds to the next level immediately. (If two time line constraints are violated by the administration the administration's response is seen as to grant the aggrieved's position).
4. Demotion or suspension of teachers not covered by the tenure act will be subject to the grievance procedure.

Procedure:

1. Level One

An employee or group of employees or the Association shall within 15 work days of its alleged occurrence or 15 work days from the date the employee learned of the violation, orally discuss the complaint with the building supervisor and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) workdays 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 an employee, group of employees or the Association must be filed within five (5) workdays from the end of Level One. The Board hereby designates for its representatives for such purposes the Principal/Supervisor in each school building and the Superintendent of Schools or designated representative, when the particular grievance arises in more than one building. The Association hereby designates the President of the Wyoming Education Association or designated representative, as the local agent for processing grievances. Within five (5) workdays of the receipt of the grievance, the designated representative of the Board shall meet with the designated representative 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 with the principal/supervisor and the parties cannot agree, the grievance shall be promptly transmitted within five (5) work days to the Superintendent, or the designated representative who shall have five (5) work days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or the designated representative, that person will have ten (10) workdays from receipt to approve or disapprove it. If the grievance is denied by the Superintendent or the designated representative either in review of the action of the principal/supervisor, or as the initial responses, the Superintendent or the 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) workdays to file a demand for arbitration with the American Arbitration Association.

4. Level Four

Upon the filing of a demand for arbitration, an arbitrator will 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 the 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. The arbitrator's 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 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. Except as otherwise noted herein, any claim or complaint for which there is another remedial procedure or forum 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 the designated representative shall use every effort 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.
7. Dismissal of a 4th year teacher is grievable.

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 teachers from their positions, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.

ARTICLE XVI

USE OF THE INTERNET/INTRANET BY WEA/WESSA MEMBERS

A. Purpose

1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, Board of Education and Association endeavors.
2. Employee use of the Internet/Intranet is appropriate under all of the following circumstances:
 - a. Support of the academic program;
 - b. Telecommunications;
 - c. Association activities; and
 - d. Reasonable personal and recreational usage to the extent that such use does not violate the Master Agreement and does not interfere with the members' assigned duties and responsibilities.
3. The employees may not use the district's Internet/Intranet for commercial for-profit purposes.
4. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
5. The parties agree to form an Internet/Intranet Acceptable Use Committee, with three (3) members appointed annually by the Associations and three (3) members appointed annually by the Administration.
6. Tech Liaisons will annually review with building staff, strategies to avoid unintentional violations of Internet/Intranet usage.
7. The Employer agrees to provide insurance coverage for any unintentional damage that may result to the Employer's computer system while on school property or at a school sponsored activity. The employee will assume responsibility for damage to the computer system at all other times.

B. Discipline-Related Issues

1. The Employer agrees not to cease an employee's use of the Internet/Intranet due to an unintentional violation of this Article.
2. When a student or employee misuses the Internet/Intranet the parties agree to jointly complete a thorough investigation of the alleged misuse. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.

C. Privacy Issues

The Employer will provide each employee with a password for accessing the Internet/Intranet and electronic mail. The employees agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all such passwords, which will be kept in a safe and confidential location.

D. Objectionable Materials

1. The Employer and employee agree to discipline students for unauthorized use of the Intranet/Internet, including unauthorized use of an employee's password.

2. The parties agree that employees shall not intentionally access inappropriate web sites.

E. Violation of Intellectual Property Laws

No employee shall be disciplined for any unintentional violation of any copyright, patent, trademark, or other intellectual property infringement.

ARTICLE XVII

DURATION OF CONTRACT

A. Effective Dates

This Agreement shall be effective as of August 15, 2007, and continue until the 15th day of August, 2010. 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 will be available on the WPS Intranet for all members. A CD copy of the Agreement shall be made available at the expense of the Board upon written request of teacher. The Board shall additionally provide a written copy for each WEA Board of Directors, WEA Executive Board, each new member and twenty (20) copies for the WEA office. Format of the printed agreement is to be determined by the Board.

EDUCATION ASSOCIATION

By Julie Baumchen
Julie Baumchen
WEA President

By Jane Roon
Jane Roon
WEA Vice President

By Kathy Maka
Kathy Maka
Uniserv Director

By Harold Ebenstein
Harold Ebenstein
KCEA/MEA/NEA President

By Juanita Raterink
Juanita Raterink
WESSA President

Other members of the Association
Team are as follows:

Stephanie Jazwinski
Stephanie Jazwinski
Negotiator

Daniel Malakowsky
Daniel Malakowsky
Negotiator

Edith Ozanich
Edith Ozanich
Negotiator

Dana Levanduski
Dana Levanduski
Negotiator

BOARD OF EDUCATION

By Harry Hudson
Harry Hudson
President

By Dennis Bush
Dennis Bush
Secretary

By Mary Vandewater
Mary Vandewater
Vice President

By Joan Austin
Joan Austin
Treasurer

By Coni Sullivan
Coni Sullivan
Chief Negotiator

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

Gerald Hopkins
Gerald Hopkins, Principal, Oriole Park Elem

Gary Karasinski
Gary Karasinski, Principal, Rogers High School

Don Hebel
Don Hebel, Director of Operations

Thomas Reeder
Thomas Reeder, Assistant Superintendent

Thomas Spaak
Thomas Spaak, Executive Director Wyoming
Community Education

Dated this 15th day of August, 2007

SCHEDULE A
2007-2008

The following shall be the schedule of basic teacher salaries for services as described in Article VI. All teachers of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification I – Teachers with a B.A. degree
- b. Classification II – Teachers with a M.A. degree
- c. Classification III – Teachers with the Master’s degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification III shall also include all teachers in Classification III whose M.A. degree has a program requirement of sixty (60) semester hours beyond the B.A. degree, e.g., Social Worker (MSW).

	Class I	% Base	Class II	% Base	Class III	% Base	Step
0	\$38,549.74	1.00	\$39,320.73	1.02	\$40,862.72	1.06	0
1	\$39,320.73	1.02	\$40,862.72	1.06	\$42,790.21	1.11	1
2	\$41,248.22	1.07	\$42,790.21	1.11	\$45,103.19	1.17	2
3	\$43,175.71	1.12	\$45,103.19	1.17	\$47,801.67	1.24	3
4	\$45,103.19	1.17	\$47,801.67	1.24	\$50,885.65	1.32	4
5	\$47,416.18	1.23	\$50,885.65	1.32	\$54,355.13	1.41	5
6	\$50,114.66	1.30	\$54,355.13	1.41	\$58,210.10	1.51	6
7	\$52,813.14	1.37	\$57,824.61	1.50	\$62,065.08	1.61	7
8	\$55,897.12	1.45	\$61,294.08	1.59	\$66,305.55	1.72	8
9	\$59,752.09	1.55	\$65,149.06	1.69	\$70,546.02	1.83	9
10	\$59,752.09		\$66,691.05		\$72,473.51		10
15	\$59,752.09		\$68,233.04		\$74,400.99		15
20	\$59,752.09		\$69,775.02		\$76,328.48		20
25	\$59,752.09		\$71,317.01		\$78,255.97		25
30	\$59,752.09		\$72,859.00		\$80,183.45		30

Longevity Steps:

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

Classification I* *\$500.00 Members on Step 10 or above as of August 15, 1998 only.
 Classification II 4% of BA base
 Classification III 5% of BA base

Step	Class I*
14	\$59,752.09
15-19	\$60,252.09
20-24	\$60,752.09
25-29	\$61,252.09
30+	\$61,752.09

Note: If the State mandates additional clock hours beyond 1,098, the formula for compensation for the hours beyond 1,098, the formula compensation for the hours beyond 1,098 shall equal ½ the hourly rate for each additional hour required.

SCHEDULE A 2008-2009

The following shall be the schedule of basic teacher salaries for services as described in Article VI. All teachers of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification I – Teachers with a B.A. degree
- b. Classification II – Teachers with a M.A. degree
- c. Classification III – Teachers with the Master’s degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification III shall also include all teachers in Classification III whose M.A. degree has a program requirement of sixty (60) semester hours beyond the B.A. degree, e.g., Social Worker (MSW).

Step	Class I	% Base	Class II	% Base	Class III	% Base	Step
0	\$39,513.48	1.00	\$40,303.75	1.02	\$41,884.29	1.06	0
1	\$40,303.75	1.02	\$41,884.29	1.06	\$43,859.97	1.11	1
2	\$42,279.43	1.07	\$43,859.97	1.11	\$46,230.78	1.17	2
3	\$44,255.10	1.12	\$46,230.78	1.17	\$48,996.72	1.24	3
4	\$46,230.78	1.17	\$48,996.72	1.24	\$52,157.80	1.32	4
5	\$48,601.58	1.23	\$52,157.80	1.32	\$55,714.01	1.41	5
6	\$51,367.53	1.30	\$55,714.01	1.41	\$59,665.36	1.51	6
7	\$54,133.47	1.37	\$59,270.23	1.50	\$63,616.71	1.61	7
8	\$57,294.55	1.45	\$62,826.44	1.59	\$67,963.19	1.72	8
9	\$61,245.90	1.55	\$66,777.79	1.69	\$72,309.67	1.83	9
10	\$61,245.90		\$68,358.33		\$74,285.35		10
15	\$61,245.90		\$69,938.87		\$76,261.02		15
20	\$61,245.90		\$71,519.41		\$78,236.70		20
25	\$61,245.90		\$73,099.94		\$80,212.37		25
30	\$61,245.90		\$74,680.48		\$82,188.05		30

Longevity Steps:

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

Classification I* *\$500.00 Members on Step 10 or above as of August 15, 1998 only.
 Classification II 4% of BA base
 Classification III 5% of BA base

Step	Class I*
14	\$61,245.90
15-19	\$61,745.90
20-24	\$62,245.90
25-29	\$62,745.90
30+	\$63,245.90

Note: If the State mandates additional clock hours beyond 1,098, the formula for compensation for the hours beyond 1,098, the formula compensation for the hours beyond 1,098 shall equal ½ the hourly rate for each additional hour required.

**SCHEDULE A
2009-2010**

The following shall be the schedule of basic teacher salaries for services as described in Article VI. All teachers of the Wyoming Public Schools shall be classified for salary schedule purposes as follows:

- a. Classification I – Teachers with a B.A. degree
- b. Classification II – Teachers with a M.A. degree
- c. Classification III – Teachers with the Master’s degree and a total of thirty (30) semester hours beyond the M.A. degree. Classification III shall also include all teachers in Classification III whose M.A. degree has a program requirement of sixty (60) semester hours beyond the B.A. degree, e.g., Social Worker (MSW).

Step	Class I	% Base	Class II	% Base	Class III	% Base	Step
0	\$40,501.32	1.00	\$ 41,311.34	1.02	\$42,931.40	1.06	0
1	\$41,311.34	1.02	\$ 42,931.40	1.06	\$44,956.46	1.11	1
2	\$43,336.41	1.07	\$ 44,956.46	1.11	\$47,386.54	1.17	2
3	\$45,361.48	1.12	\$ 47,386.54	1.17	\$50,221.63	1.24	3
4	\$47,386.54	1.17	\$ 50,221.63	1.24	\$53,461.74	1.32	4
5	\$49,816.62	1.23	\$ 53,461.74	1.32	\$57,106.86	1.41	5
6	\$52,651.71	1.30	\$ 57,106.86	1.41	\$61,156.99	1.51	6
7	\$55,486.80	1.37	\$ 60,751.98	1.50	\$65,207.12	1.61	7
8	\$58,726.91	1.45	\$ 64,397.09	1.59	\$69,662.27	1.72	8
9	\$62,777.04	1.55	\$ 68,447.23	1.69	\$74,117.41	1.83	9
10	\$62,777.04		\$ 70,067.28		\$76,142.48		10
15	\$62,777.04		\$ 71,687.33		\$78,167.54		15
20	\$62,777.04		\$ 73,307.38		\$80,192.61		20
25	\$62,777.04		\$ 74,927.44		\$82,217.67		25
30	\$62,777.04		\$ 76,547.49		\$84,242.74		30

Longevity Steps:

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

Classification I* *\$500.00 Members on Step 10 or above as of August 15, 1998 only.
 Classification II 4% of BA base
 Classification III 5% of BA base

Step	Class I*
14	\$62,777.04
15-19	\$63,277.04
20-24	\$63,777.04
25-29	\$64,277.04
30+	\$64,777.04

Note: If the State mandates additional clock hours beyond 1,098, the formula for compensation for the hours beyond 1,098, the formula compensation for the hours beyond 1,098 shall equal ½ the hourly rate for each additional hour required.

SCHEDULE B EXTRA PAY FOR EXTRA WORK

All Schedule B positions held by non-bargaining unit members shall be posted. This procedure shall be done every odd numbered year.

No Schedule B vacancy shall be filled without first posting the position for bargaining unit members in accordance with the posting procedure outlined in Article V (F). If no qualified (as defined by posting) bargaining unit member applies, consideration shall then be given to qualified retired bargaining unit members prior to outside applicants.

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 (Middle School)	1.0%	2.0%	3.0%	4.0%
School Newspaper (High School)	3.5%	4.0%	4.5%	5.0%
School Newspaper (Middle School)	2.0%	2.5%	3.0%	3.5%
Student Council (Middle & High School)	5.0%	6.0%	7.0%	8.0%
Student Council (Elementary)	1.0%	2.0%	3.0%	4.0%
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	2.0%	2.5%	3.0%	3.5%
Freshman Class	2.0%	2.5%	3.0%	3.5%
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 (High School)	6.0%	7.0%	8.0%	9.0%
Intramurals (Middle School)	4.0%	5.0%	6.0%	7.0%
Elementary or Middle School Vocal Music	3.0%	3.5%	4.0%	4.5%
Senior High Vocal Music	4.0%	4.5%	5.0%	5.5%
Band (High School)	11.0%	12.5%	14.0%	15.5%
Band (Middle School; 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 (Middle & 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%
New Teaching Mentor	2.0%	1.0%	0	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%
Elementary Conflict Manager	4.0%	5.0%	6.0%	7.0%
Multi-Cultural Club	3.0%	4.0%	5.0%	6.0%
SADD	3.0%	4.0%	5.0%	6.0%
Smart Start (NMS only)	\$350.00	-	-	-
Science Olympiad	4.5%	5.0%	5.5%	6.0%
Close-Up Advisor	1.5%	2.0%	2.5%	3.0%
Tech Liaison (Secondary – 2 per building)	2.5%	3.0%	3.5%	4.0%
Tech Liaison (Elementary – 1 per building)	2.5%	3.0%	3.5%	4.0%

A. High School Athletics Duty:	Step 1	Step 2	Step 3	Year 8
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 Football – Head Coach	10.0%	11.0%	12.0%	13.0%
Jr. Varsity Football – Assistant Coach	8.0%	9.5%	11.0%	12.5%
9 th Grade Football – Head Coach	8.0%	9.5%	11.0%	12.5%
9 th Grade Football – Assistant Head 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%
9 th 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%
9 th 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%
9 th Grade Wrestling – Head Coach	6.0%	7.0%	8.0%	9.0%
Cross Country – Head Coach	8.0%	9.0%	10.0%	11.0%
Soccer – Varsity	11.0%	12.0%	13.0%	14.0%
Soccer – Jr. Varsity	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%
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%
9 th Grade Softball	7.0%	8.0%	9.0%	10.0%
Cheerleading – Varsity Sideline – Fall	6.0%	6.5%	7.0%	7.5%
Cheerleading Jr. Varsity Sideline – Fall	4.5%	5.0%	5.5%	6.0%
Freshman Cheerleading – Sideline – Fall	4.0%	4.5%	5.0%	5.5%
Cheerleading – Varsity Sideline – Winter	6.0%	6.5%	7.0%	7.5%
Cheerleading – Jr. Varsity Sideline – Winter	4.5%	5.0%	5.5%	6.0%
Freshman Cheerleading – Sideline - Winter	4.0%	4.5%	5.0%	5.5%
Cheerleading – Varsity Competitive Cheer	7.0%	7.5%	8.0%	8.5%
Jr. Varsity Competitive	5.0%	5.5%	6.0%	6.5%
Varsity Competitive Sideline & Cheer (home games only)	10.0%	10.5%	11.0%	11.5%
Jr Varsity Competitive Sideline & Cheer (home games only)	8.0%	8.5%	9.0%	9.5%
B. Middle School Athletics Duty:				
Athletic Director (2)	12.0%	13.0%	14.0%	15.0%
7 th & 8 th Grade Track- Head Coach	6.0%	7.0%	8.0%	9.0%
7 th & 8 th 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 (7 th grade team)	4.0%	5.0%	6.0%	7.0%
Volleyball (8 th grade team)	4.0%	5.0%	6.0%	7.0%
Cross Country – Middle School	4.0%	5.0%	6.0%	7.0%
Cheerleading (7 th & 8 th grade)	4.0%	4.5%	5.0%	5.5%
Soccer – Middle School	6.0%	7.0%	8.0%	9.0%

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.
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 X of this Agreement.

SCHEDULE D

Schedule D base hourly rate:

2007-08 \$29.61/hour
2008-09 \$30.35/hour
2009-10 \$31.11/hour

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
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						

Keeps aware of educational developments

Willing to experiment with new methods.....

Participates in In-Service meetings

Adheres to administrative policies

Comments

Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments

IV. PERSONAL CHARACTERISTICS

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

Above Average	Satisfactory	Unsatisfactory	Needs Improvement	Not Observed	Indicators/Comments

V. OVERALL EFFECTIVENESS

Comments by Principal:

.....

.....

Comments by Teacher:

.....

.....

Overall Performance of this Teacher is: Satisfactory Unsatisfactory Needs improvement

Signatures

Teacher _____ Date _____

Evaluator _____ Date _____

Distribution: White Copy — Personnel Office Canary Copy — Teacher (Evaluatee) Pink Copy — Administrator (Evaluator)

**APPENDIX B
WYOMING PUBLIC SCHOOLS
OBSERVATION FORM
PLAN B**

Employee _____ School _____

Date _____ Time of Observation _____

Observed -- _____

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

I. Effectiveness

A. Demonstrates Evidence of Planning and Preparation _____

B. Demonstrates Ability to Instruct _____

C. Demonstrates the Ability to Evaluate _____

D. Classroom/Work Atmosphere _____

White - Personnel Office

Canary - Employee (Evaluatee)

Pink - Administrator (Evaluator)

**APPENDIX B
WYOMING PUBLIC SCHOOLS
OBSERVATION FORM
PLAN B**

**II. Overall Effectiveness
Summary**

Comments: _____

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

Signatures

Employee Date

Evaluator Date

Employee Comments: _____

White - Personnel Office

Canary - Employee (Evaluatee)

Pink - Administrator (Evaluator)

APPENDIX C

DISTRICT CALENDAR 2007-08

FIRST SEMESTER (2007)	
August 27	New Teacher Work Day (1 st Year probationary teachers)
August 28, 29, 30	First Work Days for All Staff (seven (7) hours each)
August 31 – September 3	Labor Day Break
September 4	1 st Day of School – Full day for all students
November 1 & 2	All Students in AM only (Secondary Exams); Records in PM for Teachers – End of Q1
November 9	No Students. Building SI in AM; P/T Conferences in PM – All levels
November 21 – 23	Thanksgiving Break
December 24 – January 4	Winter Break
January 23 & 24	All Students in AM only (Secondary Exams); Records in PM for Teachers
January 25	End of Q2. No students; BSI in AM and DSI in PM
SECOND SEMESTER (2008)	
January 28	2nd Semester begins
February 18 & 19	Mid-winter Break
March 27 & 28	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q3
April 4 – 11	Spring Break
May 23 & 26	Memorial Day Break
May 28 & 29	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q4
May 30	Teacher Work Day in AM only

Student Days – 160 Full, 8 Partial

Partial Days of Instruction (AM only):

November 1 & 2 – Records
January 23 & 24 – Records
March 27 & 28 – Records
May 28 & 29 – Records

2007-2008 District Calendar (continued)

FIRST SEMESTER			SECOND SEMESTER		
Week of	Work Days	Student Days	Week of	Work Days	Student Days
August 27	3 *4	0	January 28	5	5
September 3	4	4	February 4	5	5
September 10	5	5	February 11	5	5
September 17	5	5	February 18	3	3
September 24	5	5	February 25	5	5
October 1	5	5	March 3	5	5
October 8	5	5	March 10	5	5
October 15	5	5	March 17	5	5
October 22	5	5	March 24	5	5
October 29	5	5	March 31	5	4
November 5	5	4	April 14	5	5
November 12	5	5	April 21	5	5
November 19	3	2	April 28	5	5
November 26	5	5	May 5	5	5
December 3	5	5	May 12	5	5
December 10	5	5	May 19	4	4
December 17	5	5	May 26	3.5	3
January 7	5	5			
January 14	5	5			
January 21	5	4			
Sub Total	95 *96	89	Sub Total	80.5	79
			Total	175.5	168
				*176.5	

*indicates additional day for new teachers.

APPENDIX C

DISTRICT CALENDAR

2008-09

(tentative - to be reviewed annually)

FIRST SEMESTER (2008)	
August 25	New Teacher Work Day (1 st Year probationary teachers)
August 26, 27, 28	First Work Days for All Staff (seven (7) hours each)
August 29 – September 1	Labor Day Break
September 2	1 st Day of School – Full day for all students
October 30 & 31	All Students in AM only (Secondary Exams); Records in PM for Teachers – End of Q1
November 7	No Students. Building SI in AM; P/T Conferences in PM – All levels
November 26 – 28	Thanksgiving Break
December 22 – January 2	Winter Break
January 21 & 22	All Students in AM only (Secondary Exams); Records in PM for Teachers
January 23	End of Q2. No students; BSI in AM and DSI in PM
SECOND SEMESTER (2009)	
January 26	2 nd Semester Begins
February 16 & 17	Mid-winter Break
March 26 & 27	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q3
April 3 – 10	Spring Break
May 22 & 25	Memorial Day Break
May 27 & 28	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q4
May 29	Teacher Work Day in AM only

Student Days – 160 Full, 8 Partial

Partial Days of Instruction (AM only):

October 30 & 31 – Records

January 21 & 22 – Records

March 26 & 27 – Records

May 27 & 28 – Records

2008-2009 District Calendar (continued)
(tentative – to be reviewed annually)

FIRST SEMESTER			SECOND SEMESTER		
Week of	Work Days	Student Days	Week of	Work Days	Student Days
August 25	3 *4	0	January 26	5	5
September 1	4	4	February 2	5	5
September 8	5	5	February 9	5	5
September 15	5	5	February 16	3	3
September 22	5	5	February 23	5	5
September 29	5	5	March 2	5	5
October 6	5	5	March 9	5	5
October 13	5	5	March 16	5	5
October 20	5	5	March 23	5	5
October 27	5	5	March 30	5	4
November 3	5	4	April 13	5	5
November 10	5	5	April 20	5	5
November 17	5	5	April 27	5	5
November 24	3	2	May 4	5	5
December 1	5	5	May 11	5	5
December 8	5	5	May 18	4	4
December 15	5	5	May 25	3.5	3
January 5	5	5			
January 12	5	5			
January 19	5	4			
Sub Total	95 *96	89	Sub Total	80.5	79
			Total	175.5	168
				*176.5	

*indicates additional day for new teachers.

APPENDIX C

DISTRICT CALENDAR

2009-10

(tentative - to be reviewed annually)

FIRST SEMESTER (2009)	
August 31	New Teacher Work Day (1 st Year probationary teachers)
September 1, 2 & 3	First Work Days for All Staff (seven (7) hours each)
September 4 – 7	Labor Day Break
September 8	1 st Day of School – Full day for all students
November 5 & 6	All Students in AM only (Secondary Exams); Records in PM for Teachers – End of Q1
November 13	No Students. Building SI in AM; P/T Conferences in PM – All levels
November 25 – 27	Thanksgiving Break
December 21 – January 1	Winter Break
January 27 & 28	All Students in AM only (Secondary Exams); Records in PM for Teachers
January 29	End of Q2. No students; BSI in AM and DSI in PM
SECOND SEMESTER (2010)	
February 1	2nd Semester Begins
February 15 & 16	Mid-winter Break
March 31 & April 1	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q3
April 2 – 9	Spring Break
May 28 & 31	Memorial Day Break
June 2 & 3	All Students in AM only (Secondary Exams); Records in PM for Teachers. End of Q4
June 4	Teacher Work Day in AM only

Student Days – 160 Full, 8 Partial

Partial Days of Instruction (AM only):

November 5 & 6 – Records

January 27 & 28 – Records

March 31 & April 1 – Records

June 2 & 3 – Records

2009-2010 District Calendar (continued)
 (tentative – to be reviewed annually)

FIRST SEMESTER			SECOND SEMESTER		
Week of	Work Days	Student Days	Week of	Work Days	Student Days
August 31	3 *4	0	February 1	5	5
September 7	4	4	February 8	5	5
September 14	5	5	February 15	3	3
September 21	5	5	February 22	5	5
September 28	5	5	March 1	5	5
October 5	5	5	March 8	5	5
October 12	5	5	March 15	5	5
October 19	5	5	March 22	5	5
October 26	5	5	March 29	5	4
November 2	5	5	April 12	5	5
November 9	5	4	April 19	5	5
November 16	5	5	April 26	5	5
November 23	3	2	May 3	5	5
November 30	5	5	May 10	5	5
December 7	5	5	May 17	5	5
December 14	5	5	May 24	4	4
January 4	5	5	May 31	3.5	3
January 11	5	5			
January 18	5	5			
January 25	5	4			
Sub Total	95 *96	89	Sub Total	80.5	79
			Total	175.5	168
				*176.5	

*indicates additional day for new teachers.

**APPENDIX D
GRIEVANCE REPORT FORM**

Grievance # _____

Wyoming Public Schools/Kent County Education Association

Name of Grievant	Building	Assignment	Date Filed

Level I

A. Date cause of grievance occurred _____

B. Specific article/law/rule/regulation violated _____

C. Statement of grievance: _____

D. Remedy requested: _____

Signature of Grievant _____ Date _____

Signature of Association Representative _____ Date _____

E. Date of meeting with supervisor: _____

F. Disposition (Supervisor) _____

Signature of Association Representative _____ Date _____

G. Disposition of Grievant: _____

Signature of Grievant _____ Date _____

Signature of Association Representative _____ Date _____

Level II

A. Date of Second Meeting with supervisor _____

B. Disposition (management): _____

Signature of Representative from Human Resources Date

C. Disposition of Grievant and/or Association: _____

Signature of Grievant Date

Signature of Association Representative Date

Level III

A. Date Received by Superintendent : _____

B. Date of meeting with Superintendent: _____

C. Disposition (management) _____

Signature of Superintendent Date

D. Disposition of Grievant _____

Signature of Grievant Date

Signature of Association Representative Date

E. Date Received by Association Grievance Committee: _____

F. Disposition of Association Grievance Committee: _____

Level IV

A. Binding Arbitration _____

APPENDIX E

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
ELEMENTARY
2007-2008 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____
 Grade Level _____ First Count _____
 # of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.

Ex. 1.5 hours, deduct two students
 3.0 hours, deduct four students
 4.5 hours, deduct six students
 6.0 hours, deduct eight students

Total deductions: _____

Step 3: **Total Step 1 - Total Step 2:** _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.70 x 89 (days)	329.30 x .94	309.54
Standard +2 (.250 x hourly rate)		7.40 x 89	658.60 x .94	619.08
Standard +3 (.375 x hourly rate)		11.10 x 89	987.90 x .94	928.63
Standard +4 (.5625 x hourly rate)		16.66 x 89	1482.74 x .94	1393.78
Standard +5 (.75 x hourly rate)		22.21 x 89	1976.69 x .94	1858.09
Standard +6 (.9375 x hourly rate)		27.76 x 89	2470.64 x .94	2322.40
Standard +7 (1.125 x hourly rate)		33.31 x 89	2964.59 x .94	2786.71
Standard +8 (1.3125 x hourly rate)		38.86 x 89	3458.54 x .94	3251.03
Standard +9 (1.5 x hourly rate)		44.42 x 89	3953.38 x .94	3716.18
Standard +10(1.6875 x hourly rate)		49.97 x 89	4447.33 x .94	4180.49

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2007-2008 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.56 x 17.8 wks	9.97
Standard +2 (.250 x hourly rate/5) x .75		1.11 x 17.8 wks	19.76
Standard +3 (.375 x hourly rate/5) x .75		1.67 x 17.8 wks	29.73
Standard +4 (.5625 x hourly rate/5) x .75		2.50 x 17.8 wks	44.50
Standard +5 (.75 x hourly rate/5) x .75		3.33 x 17.8 wks	59.27
Standard +6 (.9375 x hourly rate/5) x .75		4.16 x 17.8 wks	74.05
Standard +7 (1.125 x hourly rate/5) x .75		5.00 x 17.8 wks	89.00
Standard +8 (1.3125 x hourly rate/5) x .75		5.83 x 17.8 wks	103.77
Standard +9 (1.5 x hourly rate/5) x .75		6.66 x 17.8 wks	118.55
Standard +10(1.6875 x hourly rate/5) x .75		7.50 x 17.8 wks	133.50

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2007-2008 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3: **Total Step 1 – Total Step 2:** _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.74 x 89 (days)	65.86
Standard +2 (.050 x hourly rate)		1.48 x 89	131.76
Standard +3 (.0875 x hourly rate)		2.59 x 89	230.59
Standard +4 (.125 x hourly rate)		3.70 x 89	329.41
Standard +5 (.1625 x hourly rate)		4.81 x 89	428.23
Standard +6 (.2 x hourly rate)		5.92 x 89	527.06
Standard +7 (.2375 x hourly rate)		7.03 x 89	625.88
Standard +8 (.275 x hourly rate)		8.14 x 89	724.70
Standard +9 (.3125 x hourly rate)		9.25 x 89	823.53
Standard +10(.35 x hourly rate)		10.36 x 89	922.35

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2007-2008 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):		<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for SE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 89 days = 0	
Standard + 1		X	1.11 x 89 days = 98.79	
Standard + 2		X	2.22 x 89 days = 197.65	
Standard + 3		X	3.33 x 89 days = 296.47	
Standard + 4		X	4.44 x 89 days = 395.29	
Standard + 5		X	5.55 x 89 days = 494.12	
Standard + 6		X	6.66 x 89 days = 592.94	
Standard + 7		X	7.77 x 89 days = 691.76	
Standard + 8		X	8.88 x 89 days = 790.59	
Standard + 9		X	9.99 x 89 days = 889.41	
Standard + 10		X	11.10 x 89 days = 988.23	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2007-2008 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):	EI	<u>Standard</u> 10	<u>Caseload</u> 15
	CI	10	15
	RR	12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 89 days = 0	Standard + 6	1.11 x 89 days = 592.94
Standard + 1	1.11 x 89 days = 98.79	Standard + 7	1.11 x 89 days = 691.76
Standard + 2	1.11 x 89 days = 197.65	Standard + 8	1.11 x 89 days = 790.59
Standard + 3	1.11 x 89 days = 296.47	Standard + 9	1.11 x 89 days = 889.41
Standard + 4	1.11 x 89 days = 395.29	Standard + 10	1.11 x 89 days = 988.23
Standard + 5	1.11 x 89 days = 494.12		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	98.82	
2 nd period		X	98.82	
3 rd period		X	98.82	
4 th period		X	98.82	
5 th period		X	98.82	
6 th period		X	98.82	
**7 th period		X	98.82	
		X		Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2007-2008 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____
 Grade Level _____ First Count _____
 # of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
 Ex. 1.5 hours, deduct two students
 3.0 hours, deduct four students
 4.5 hours, deduct six students
 6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.70 x 79 (days)	292.30 x .94	274.76
Standard +2 (.250 x hourly rate)		7.40 x 79	584.60 x .94	549.52
Standard +3 (.375 x hourly rate)		11.10 x 79	876.90 x .94	824.29
Standard +4 (.5625 x hourly rate)		16.66 x 79	1316.14 x .94	1237.17
Standard +5 (.75 x hourly rate)		22.21 x 79	1754.59 x .94	1649.31
Standard +6 (.9375 x hourly rate)		27.76 x 79	2193.04 x .94	2061.46
Standard +7 (1.125 x hourly rate)		33.31 x 79	2631.49 x .94	2473.60
Standard +8 (1.3125 x hourly rate)		38.86 x 79	3069.94 x .94	2885.74
Standard +9 (1.5 x hourly rate)		44.42 x 79	3509.18 x .94	3298.63
Standard +10(1.6875 x hourly rate)		49.97 x 79	3947.63 x .94	3710.77

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2007-2008 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions.

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.56 x 15.8 wks	8.85
Standard +2 (.250 x hourly rate/5) x .75		1.11 x 15.8 wks	17.54
Standard +3 (.375 x hourly rate/5) x .75		1.67 x 15.8 wks	26.39
Standard +4 (.5625 x hourly rate/5) x .75		2.50 x 15.8 wks	39.50
Standard +5 (.75 x hourly rate/5) x .75		3.33 x 15.8 wks	52.61
Standard +6 (.9375 x hourly rate/5) x .75		4.16 x 15.8 wks	65.73
Standard +7 (1.125 x hourly rate/5) x .75		5.00 x 15.8 wks	79.00
Standard +8 (1.3125 x hourly rate/5) x .75		5.83 x 15.8 wks	92.11
Standard +9 (1.5 x hourly rate/5) x .75		6.66 x 15.8 wks	105.23
Standard +10(1.6875 x hourly rate/5) x .75		7.50 x 15.8 wks	118.50

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2007-2008 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.74 x 79 (days)	58.46
Standard +2 (.050 x hourly rate)		1.48 x 79	116.92
Standard +3 (.0875 x hourly rate)		2.59 x 79	204.61
Standard +4 (.125 x hourly rate)		3.70 x 79	292.30
Standard +5 (.1625 x hourly rate)		4.81 x 79	379.99
Standard +6 (.2 x hourly rate)		5.92 x 79	467.68
Standard +7 (.2375 x hourly rate)		7.03 x 79	555.37
Standard +8 (.275 x hourly rate)		8.14 x 79	643.06
Standard +9 (.3125 x hourly rate)		9.25 x 79	730.75
Standard +10(.35 x hourly rate)		10.36 x 79	818.44

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2007-2008 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):	CI	<u>Standard</u> 10	<u>Caseload</u> 15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for ECSE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 79 days = 0	
Standard + 1		X	1.11 x 79 days = 87.69	
Standard + 2		X	2.22 x 79 days = 175.38	
Standard + 3		X	3.33 x 79 days = 263.07	
Standard + 4		X	4.44 x 79 days = 350.76	
Standard + 5		X	5.55 x 79 days = 438.45	
Standard + 6		X	6.66 x 79 days = 526.14	
Standard + 7		X	7.77 x 79 days = 613.83	
Standard + 8		X	8.88 x 79 days = 701.52	
Standard + 9		X	9.99 x 79 days = 789.21	
Standard + 10		X	11.10 x 79 days = 876.90	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee # Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2007-2008 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):	EI	<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	RR	10	15
		12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 79 days = 0	Standard + 6	6.66 x 79 days = 526.14
Standard + 1	1.11 x 79 days = 87.69	Standard + 7	7.77 x 79 days = 613.83
Standard + 2	2.22 x 79 days = 175.38	Standard + 8	8.88 x 79 days = 701.52
Standard + 3	3.33 x 79 days = 263.07	Standard + 9	9.99 x 79 days = 789.21
Standard + 4	4.44 x 79 days = 350.76	Standard + 10	11.10 x 79 days = 876.90
Standard + 5	5.55 x 79 days = 438.45		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	94.38	
2 nd period		X	94.38	
3 rd period		X	94.38	
4 th period		X	94.38	
5 th period		X	94.38	
6 th period		X	94.38	
**7 th period		X	94.38	
		X		Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2008-2009 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____
 Grade Level _____ First Count _____
 # of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.

Ex. 1.5 hours, deduct two students
 3.0 hours, deduct four students
 4.5 hours, deduct six students
 6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.79 x 89 (days)	337.64 x .94	317.39
Standard +2 (.250 x hourly rate)		7.59 x 89	675.29 x .94	634.77
Standard +3 (.375 x hourly rate)		11.38 x 89	1012.93 x .94	952.16
Standard +4 (.5625 x hourly rate)		17.07 x 89	1519.40 x .94	1428.23
Standard +5 (.75 x hourly rate)		22.76 x 89	2025.86 x .94	1904.31
Standard +6 (.9375 x hourly rate)		28.45 x 89	2532.33 x .94	2380.39
Standard +7 (1.125 x hourly rate)		34.14 x 89	3038.79 x .94	2856.47
Standard +8 (1.3125 x hourly rate)		39.83 x 89	3545.26 x .94	3332.54
Standard +9 (1.5 x hourly rate)		45.53 x 89	4051.73 x .94	3808.62
Standard +10(1.6875 x hourly rate)		51.22 x 89	4558.19 x .94	4284.70

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2008-2009 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.57 x 17.8 wks	10.13
Standard +2 (.250 x hourly rate/5) x .75		1.14 x 17.8 wks	20.26
Standard +3 (.375 x hourly rate/5) x .75		1.71 x 17.8 wks	30.39
Standard +4 (.5625 x hourly rate/5) x .75		2.56 x 17.8 wks	45.58
Standard +5 (.75 x hourly rate/5) x .75		3.41 x 17.8 wks	60.78
Standard +6 (.9375 x hourly rate/5) x .75		4.27 x 17.8 wks	75.97
Standard +7 (1.125 x hourly rate/5) x .75		5.12 x 17.8 wks	91.16
Standard +8 (1.3125 x hourly rate/5) x .75		5.98 x 17.8 wks	106.36
Standard +9 (1.5 x hourly rate/5) x .75		6.83 x 17.8 wks	121.55
Standard +10(1.6875 x hourly rate/5) x .75		7.68 x 17.8 wks	136.75

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2008-2009 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3: **Total Step 1 – Total Step 2:** _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.76 x 89 (days)	67.53
Standard +2 (.050 x hourly rate)		1.52 x 89	135.06
Standard +3 (.0875 x hourly rate)		2.66 x 89	236.35
Standard +4 (.125 x hourly rate)		3.79 x 89	337.64
Standard +5 (.1625 x hourly rate)		4.83 x 89	438.94
Standard +6 (.2 x hourly rate)		6.07 x 89	540.23
Standard +7 (.2375 x hourly rate)		7.21 x 89	641.52
Standard +8 (.275 x hourly rate)		8.35 x 89	742.82
Standard +9 (.3125 x hourly rate)		9.48 x 89	844.17
Standard +10(.35 x hourly rate)		10.62 x 89	945.40

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2008-2009 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):	CI	<u>Standard</u> 10	<u>Caseload</u> 15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for ECSE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 89 days = 0	
Standard + 1		X	1.14 x 89 days = 101.29	
Standard + 2		X	2.28 x 89 days = 202.59	
Standard + 3		X	3.41 x 89 days = 303.88	
Standard + 4		X	4.55 x 89 days = 405.17	
Standard + 5		X	5.69 x 89 days = 506.47	
Standard + 6		X	6.83 x 89 days = 607.76	
Standard + 7		X	7.97 x 89 days = 709.05	
Standard + 8		X	9.11 x 89 days = 810.35	
Standard + 9		X	10.24 x 89 days = 911.64	
Standard + 10		X	11.38x 89 days = 1012.93	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2008-2009 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):	EI	<u>Standard</u> 10	<u>Caseload</u> 15
	CI	10	15
	RR	12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 89 days = 0	Standard + 6	6.83 x 89 days = 607.76
Standard + 1	1.14 x 89 days = 101.29	Standard + 7	7.97 x 89 days = 709.05
Standard + 2	2.28 x 89 days = 202.59	Standard + 8	9.11 x 89 days = 810.35
Standard + 3	3.41 x 89 days = 303.88	Standard + 9	10.24 x 89 days = 911.64
Standard + 4	4.55 x 89 days = 405.17	Standard + 10	11.38 x 89 days = 1012.93
Standard + 5	5.69 x 89 days = 506.47		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	101.29	
2 nd period		X	101.29	
3 rd period		X	101.29	
4 th period		X	101.29	
5 th period		X	101.29	
6 th period		X	101.29	
**7 th period		X	101.29	
				Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2008-2009 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ First Count _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.79 x 79 (days)	299.41 x .94	281.45
Standard +2 (.250 x hourly rate)		7.59 x 79	599.61 x .94	563.63
Standard +3 (.375 x hourly rate)		11.38 x 79	899.02 x .94	845.08
Standard +4 (.5625 x hourly rate)		17.07 x 79	1348.53 x .94	1267.62
Standard +5 (.75 x hourly rate)		22.76 x 79	1798.04 x .94	1690.16
Standard +6 (.9375 x hourly rate)		28.45 x 79	2247.55 x .94	2112.70
Standard +7 (1.125 x hourly rate)		34.14 x 79	2697.06 x .94	2535.24
Standard +8 (1.3125 x hourly rate)		39.83 x 79	3146.57 x .94	2957.78
Standard +9 (1.5 x hourly rate)		45.53 x 79	3596.87 x .94	3381.06
Standard +10(1.6875 x hourly rate)		51.22 x 79	4046.38 x .94	3803.60

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2008-2009 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.57 x 15.8 wks	9.01
Standard +2 (.250 x hourly rate/5) x .75		1.14 x 15.8 wks	18.01
Standard +3 (.375 x hourly rate/5) x .75		1.71 x 15.8 wks	27.02
Standard +4 (.5625 x hourly rate/5) x .75		2.56 x 15.8 wks	40.45
Standard +5 (.75 x hourly rate/5) x .75		3.41 x 15.8 wks	53.88
Standard +6 (.9375 x hourly rate/5) x .75		4.27 x 15.8 wks	67.47
Standard +7 (1.125 x hourly rate/5) x .75		5.12 x 15.8 wks	80.90
Standard +8 (1.3125 x hourly rate/5) x .75		5.98 x 15.8 wks	94.48
Standard +9 (1.5 x hourly rate/5) x .75		6.83 x 15.8 wks	107.91
Standard +10(1.6875 x hourly rate/5) x .75		7.68 x 15.8 wks	121.34

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2008-2009 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.76 x 79 (days)	60.04
Standard +2 (.050 x hourly rate)		1.52 x 79	120.08
Standard +3 (.0875 x hourly rate)		2.66 x 79	210.14
Standard +4 (.125 x hourly rate)		3.79 x 79	299.41
Standard +5 (.1625 x hourly rate)		4.93 x 79	389.47
Standard +6 (.2 x hourly rate)		6.07 x 79	479.53
Standard +7 (.2375 x hourly rate)		7.21 x 79	569.59
Standard +8 (.275 x hourly rate)		8.35 x 79	659.65
Standard +9 (.3125 x hourly rate)		9.48 x 79	748.92
Standard +10(.35 x hourly rate)		10.62 x 79	838.98

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SPECIAL EDUCATION - ELEMENTARY
2008-2009 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):		<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for ECSE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 79 days = 0	
Standard + 1		X	1.14 x 79 days = 90.06	
Standard + 2		X	2.28 x 79 days = 180.12	
Standard + 3		X	3.41 x 79 days = 269.39	
Standard + 4		X	4.55 x 79 days = 359.45	
Standard + 5		X	5.69 x 79 days = 449.51	
Standard + 6		X	6.83 x 79 days = 539.57	
Standard + 7		X	7.97 x 79 days = 629.63	
Standard + 8		X	9.11 x 79 days = 719.69	
Standard + 9		X	10.24 x 79 days = 808.96	
Standard + 10		X	11.38 x 79 days = 899.02	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee # Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2008-2009 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):	EI	<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	RR	10	15
		12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 79 days = 0	Standard + 6	6.83 x 79 days = 539.57
Standard + 1	1.14 x 79 days = 90.06	Standard + 7	7.97 x 79 days = 629.63
Standard + 2	2.28 x 79 days = 180.12	Standard + 8	9.11 x 79 days = 719.69
Standard + 3	3.41 x 79 days = 269.39	Standard + 9	10.24 x 79 days = 808.96
Standard + 4	4.55 x 79 days = 359.45	Standard + 10	11.38 x 79 days = 899.02
Standard + 5	5.69 x 79 days = 449.51		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	90.06	
2 nd period		X	90.06	
3 rd period		X	90.06	
4 th period		X	90.06	
5 th period		X	90.06	
6 th period		X	90.06	
**7 th period		X	90.06	
		X		Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
ELEMENTARY
2009-2010 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ First Count _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3: **Total Step 1 – Total Step 2:** _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.89 x 89 (days)	346.21 x .94	325.44
Standard +2 (.250 x hourly rate)		7.78 x 89	692.42 x .94	650.87
Standard +3 (.375 x hourly rate)		11.67 x 89	1038.63 x .94	976.31
Standard +4 (.5625 x hourly rate)		17.50 x 89	1557.50 x .94	1464.05
Standard +5 (.75 x hourly rate)		23.33 x 89	2076.37 x .94	1951.79
Standard +6 (.9375 x hourly rate)		29.17 x 89	2596.13 x .94	2440.36
Standard +7 (1.125 x hourly rate)		35.00 x 89	3115.00 x .94	2928.10
Standard +8 (1.3125 x hourly rate)		40.83 x 89	3633.87 x .94	3415.84
Standard +9 (1.5 x hourly rate)		46.67 x 89	4153.63 x .94	3904.41
Standard +10(1.6875 x hourly rate)		52.50 x 89	4672.50 x .94	4392.15

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2009-2010 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____

Building _____

Grade Level _____

Semester ending: _____

of students enrolled on count date _____

Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- 2

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.58 x 17.8 wks	10.32
Standard +2 (.250 x hourly rate/5) x .75		1.17 x 17.8 wks	20.83
Standard +3 (.375 x hourly rate/5) x .75		1.75 x 17.8 wks	31.15
Standard +4 (.5625 x hourly rate/5) x .75		2.62 x 17.8 wks	46.64
Standard +5 (.75 x hourly rate/5) x .75		3.50 x 17.8 wks	62.30
Standard +6 (.9375 x hourly rate/5) x .75		4.37 x 17.8 wks	77.79
Standard +7 (1.125 x hourly rate/5) x .75		5.25 x 17.8 wks	93.45
Standard +8 (1.3125 x hourly rate/5) x .75		6.12 x 17.8 wks	108.94
Standard +9 (1.5 x hourly rate/5) x .75		7.00 x 17.8 wks	124.60
Standard +10(1.6875 x hourly rate/5) x .75		7.87 x 17.8 wks	140.09

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2009-2010 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____
 Grade Level _____ Semester ending: _____
 # of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
 Ex. 1.5 hours, deduct two students
 3.0 hours, deduct four students
 4.5 hours, deduct six students
 6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.74 x 89 (days)	65.86
Standard +2 (.050 x hourly rate)		1.56 x 89	138.84
Standard +3 (.0875 x hourly rate)		2.72 x 89	242.08
Standard +4 (.125 x hourly rate)		3.89 x 89	346.21
Standard +5 (.1625 x hourly rate)		5.06 x 89	450.34
Standard +6 (.2 x hourly rate)		6.22 x 89	553.58
Standard +7 (.2375 x hourly rate)		7.39 x 89	657.71
Standard +8 (.275 x hourly rate)		8.56 x 89	746.84
Standard +9 (.3125 x hourly rate)		9.72 x 89	865.18
Standard +10 (.35 x hourly rate)		10.89 x 89	969.21

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2009-2010 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):	CI	<u>Standard</u> 10	<u>Caseload</u> 15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for ECSE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 89 days = 0	
Standard + 1		X	1.17 x 89 days = 104.13	
Standard + 2		X	2.33 x 89 days = 207.37	
Standard + 3		X	3.50 x 89 days = 311.50	
Standard + 4		X	4.67 x 89 days = 415.63	
Standard + 5		X	5.83 x 89 days = 518.87	
Standard + 6		X	7.00 x 89 days = 623.00	
Standard + 7		X	8.17 x 89 days = 727.13	
Standard + 8		X	9.33 x 89 days = 830.37	
Standard + 9		X	10.50 x 89 days = 934.50	
Standard + 10		X	11.67 x 89 days = 1038.63	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2009-2010 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):		<u>Standard</u>	<u>Caseload</u>
	EI	10	15
	CI	10	15
	RR	12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 89 days = 0	Standard + 6	7.00 x 89 days = 623.00
Standard + 1	1.17 x 89 days = 104.13	Standard + 7	8.17 x 89 days = 727.13
Standard + 2	2.33 x 89 days = 207.37	Standard + 8	9.33 x 89 days = 830.37
Standard + 3	3.50 x 89 days = 311.50	Standard + 9	10.50 x 89 days = 934.50
Standard + 4	4.67 x 89 days = 415.63	Standard + 10	11.67 x 89 days = 1038.63
Standard + 5	5.83 x 89 days = 518.87		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	104.13	
2 nd period		X	104.13	
3 rd period		X	104.13	
4 th period		X	104.13	
5 th period		X	104.13	
6 th period		X	104.13	
**7 th period		X	104.13	
		X		Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2009-2010 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ First Count _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3: **Total Step 1 – Total Step 2:** _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +1 (.125 x hourly rate)		3.89 x 79 (days)	307.31 x .94	288.87
Standard +2 (.250 x hourly rate)		7.78 x 79	614.62 x .94	577.74
Standard +3 (.375 x hourly rate)		11.67 x 79	921.93 x .94	866.61
Standard +4 (.5625 x hourly rate)		17.50 x 79	1382.50 x .94	1299.55
Standard +5 (.75 x hourly rate)		23.33 x 79	1843.07 x .94	1732.49
Standard +6 (.9375 x hourly rate)		29.17 x 79	2304.43 x .94	2166.16
Standard +7 (1.125 x hourly rate)		35.00 x 79	2765.00 x .94	2599.10
Standard +8 (1.3125 x hourly rate)		40.83 x 79	3225.57 x .94	3032.04
Standard +9 (1.5 x hourly rate)		46.67 x 79	3686.93 x .94	3465.71
Standard +10(1.6875 x hourly rate)		52.50 x 79	4147.50 x .94	3898.65

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2009-2010 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions.

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.125 x hourly rate/5) x .75		.58 x 15.8 wks	9.16
Standard +2 (.250 x hourly rate/5) x .75		1.17 x 15.8 wks	18.49
Standard +3 (.375 x hourly rate/5) x .75		1.75 x 15.8 wks	27.65
Standard +4 (.5625 x hourly rate/5) x .75		2.62 x 15.8 wks	41.40
Standard +5 (.75 x hourly rate/5) x .75		3.50 x 15.8 wks	55.30
Standard +6 (.9375 x hourly rate/5) x .75		4.37 x 15.8 wks	69.05
Standard +7 (1.125 x hourly rate/5) x .75		5.25 x 15.8 wks	82.95
Standard +8 (1.3125 x hourly rate/5) x .75		6.12 x 15.8 wks	96.70
Standard +9 (1.5 x hourly rate/5) x .75		7.00 x 15.8 wks	110.60
Standard +10(1.6875 x hourly rate/5) x .75		7.87 x 15.8 wks	124.35

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2009-2010 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____
 Grade Level _____ Semester ending: _____
 # of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____
Total Step 1: _____

Step 2: Deductions:

Is the class currently being team-taught with two or more certified teachers?

- If no, proceed to the next question of Step 2.
- If yes, multiply total class size by .5 to reach total # of deductions. _____

Is there a paraeducator (excluding health care paraeducators) assigned to the class?

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ day the paraeducator is assigned.
 Ex. 1.5 hours, deduct two students
 3.0 hours, deduct four students
 4.5 hours, deduct six students
 6.0 hours, deduct eight students

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

Step 4: Place total from Step 3 in appropriate standard box.

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +1 (.025 x hourly rate)		.78 x 79 (days)	61.62
Standard +2 (.050 x hourly rate)		1.56 x 79	123.24
Standard +3 (.0875 x hourly rate)		2.72 x 79	214.88
Standard +4 (.125 x hourly rate)		3.89 x 79	307.31
Standard +5 (.1625 x hourly rate)		5.06 x 79	399.74
Standard +6 (.2 x hourly rate)		6.22 x 79	491.38
Standard +7 (.2375 x hourly rate)		7.39 x 79	583.81
Standard +8 (.275 x hourly rate)		8.56 x 79	676.24
Standard +9 (.3125 x hourly rate)		9.72 x 79	767.88
Standard +10(.35 x hourly rate)		10.89 x 79	860.31

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM - EXCESS MEMBERSHIP
SPECIAL EDUCATION - ELEMENTARY
2009-2010 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):	CI	<u>Standard</u> 10	<u>Caseload</u> 15
	ECSE	12	12
	RR	10	20

Instructions: Please list to the nearest tenth of an hour the amount of time on this day that you have the following number of students (exclude "specials" time and the time you have the para-educator with you (except for ECSE)).

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 79 days = 0	
Standard + 1		X	1.17 x 79 days = 92.43	
Standard + 2		X	2.33 x 79 days = 184.07	
Standard + 3		X	3.50 x 79 days = 276.50	
Standard + 4		X	4.67 x 79 days = 368.93	
Standard + 5		X	5.83 x 79 days = 460.57	
Standard + 6		X	7.00 x 79 days = 553.00	
Standard + 7		X	8.17 x 79 days = 645.43	
Standard + 8		X	9.33 x 79 days = 737.07	
Standard + 9		X	10.50 x 79 days = 829.50	
Standard + 10		X	11.67 x 79 days = 921.93	
				Subtotal

* Elementary day is 6 hours & 15 minutes (6.25 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:
Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee # Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2009-2010 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (circle type):	EI	<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	RR	10	15
		12	20

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 79 days = 0	Standard + 6	7.00 x 79 days = 553.00
Standard + 1	1.17 x 79 days = 92.43	Standard + 7	8.17 x 79 days = 645.43
Standard + 2	2.33 x 79 days = 184.07	Standard + 8	9.33 x 79 days = 737.07
Standard + 3	3.50 x 79 days = 276.50	Standard + 9	10.50 x 79 days = 829.50
Standard + 4	4.67 x 79 days = 368.93	Standard + 10	11.67 x 79 days = 921.93
Standard + 5	5.83 x 79 days = 460.57		

Instructions: Overload shall not occur if a paraeducator is assigned full time that hour.

	# of students over standard		Semester rate	Compensation
1 st period		X	92.43	
2 nd period		X	92.43	
3 rd period		X	92.43	
4 th period		X	92.43	
5 th period		X	92.43	
6 th period		X	92.43	
**7 th period		X	92.43	
		X		Subtotal

**Jackson Park Middle School

What is your caseload this day? _____

Additional Adjustment for Overload pay:
Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

Appendix F

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

WYOMING PUBLIC SCHOOLS
WYOMING EDUCATION ASSOCIATION

REQUEST FOR MASTER CONTRACT VARIATION

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 of evaluation _____

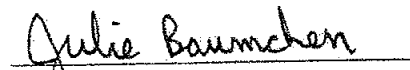
Distribution: Principal, Superintendent of Instruction, WEA Office


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

The above named parties agree to the following provisions regarding Charter School for the 2007-08 school year and may be revised each year thereafter by mutual agreement:

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 lecturer/adjunct staff members become bargaining unit members.


Coni Sullivan
Assistant Superintendent


Julie Baumchen
WEA President


Juahita Raterink
WESSA President


Kathleen Maka
KCEA/MEA/NEA Representative

Dated this 15th day August, 2007

LETTER OF UNDERSTANDING

BETWEEN

THE WYOMING PUBLIC SCHOOLS

AND

THE WYOMING EDUCATION ASSOCIATION/KCEA

RE: INSURANCE COVERAGE

The above named parties agree to the following provisions regarding insurance coverage for part-time Community Education Teachers (inclusive of Alternative Education, Adult Education, Community Education, and Shared-Time teachers) employed by the Board as of September 28, 2001:

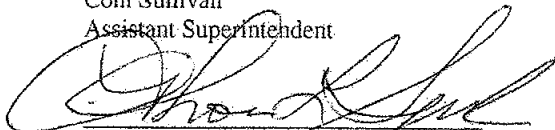
1. Community Education teachers employed by the District as of settlement date of this Master Agreement September 28, 2001 shall receive insurance benefits in accordance with the language formerly found in Article VI(F)(2)(e).
2. Said language has been deleted from the Master Agreement and placed in this Letter of Agreement.
3. The above-referenced teachers are therefore grandpersoned under the following language:

Part-time teachers or Community Education teachers teaching at least 300 hours but less than 450 hours are eligible to Select Plan A, and receive payment of one-half (1/2) the premium and amount paid for full-time teachers for Plan A, or to select Plan B without payment, or cash in lieu of payment. Community Education teachers teaching more than 450 hours, but less than 600 will receive 85% of the premium paid.

4. Said language shall be applicable for the above-referenced teachers for the duration of their employment with the District.



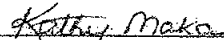
Coni Sullivan
Assistant Superintendent



Thomas Spaak
Executive Director of Community Education



Julie Baumchen
WEA President



Kathy Maka
Uniserv Director/KCEA/MEA

Dated this 15th day of August, 2007

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