

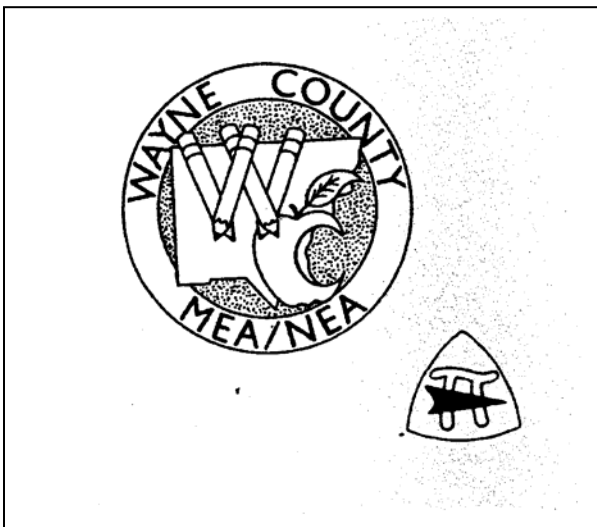
# AGREEMENT

Between



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

and



**Wayne County-  
MEA/NEA  
Wyandotte Education  
Association**

**2006 - 2010**

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## AGREEMENT

*THIS AGREEMENT is made and entered into this twelfth day of June, 2007, by and between the Board of Education for the School District of the City of Wyandotte, Michigan (hereinafter called the "Board") and the Wayne County MEA/NEA (hereinafter called the "Union") effective June 20, 2007.*

### PREAMBLE

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

### ARTICLE I - RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment of all teachers, librarians, psychologists, teacher support positions, occupational therapists, physical therapists, registered nurses, department chairs, and school social workers, excluding the Superintendent, Assistant Superintendent, Director of Operations, Principals, Assistant Principals, Directors, Coordinators, Business Manager, all other persons with administrative or supervisory responsibilities, and substitute teachers.

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

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

### ARTICLE II - EMPLOYEES' RIGHTS

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

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

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

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

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

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

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### **ARTICLE III - INFORMATION**

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

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

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

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### **ARTICLE IV - USE OF SCHOOL FACILITIES**

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

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

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

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

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

## **ARTICLE V - NEGOTIATIONS**

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**Section 1.** Should either party desire to negotiate a successor agreement, a written request shall be delivered by the party desiring the change to the other party between May 1-30, 2006.

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

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

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

**Level 1.** A grievant shall first discuss his/her grievance with his/her immediate supervisor, who shall be defined as being a Building Principal, Director, or the Assistant Superintendent, depending upon the individual’s assignment. If the grievant so chooses, he/she may have a representative of the Union with him/her at this meeting.

In the event the grievant presents his/her grievance alone and is dissatisfied with its disposition, he/she shall resubmit it at Level 1 with a representative of the Union being present; if this is not done, the grievance shall be waived.

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

**Level 2.** In the event the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the grievant may file two copies of the grievance in writing, one copy with the Union and the other copy with the Superintendent within fifteen (15) school days after the date of the event or occurrence upon which the grievance is based.

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

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

**Level 3.** In the event that the grievant is not satisfied with the disposition of his/her grievance at Level 2, or in the event no decision has been rendered within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Union may refer the grievance to the Board. The

written grievance shall be submitted to the Board within ten (10) school days after a decision by the Superintendent or his/her designee, or within twenty (20) school days after the grievance was submitted to the Superintendent, whichever is sooner.

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

**Level 4.** Any grievance remaining unsettled at the conclusion of the grievance procedure provided in this Agreement may be submitted to arbitration under the following terms and conditions:

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

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

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

one name remains and that individual shall be the arbitrator to hear and determine the matter upon which arbitration was requested.

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

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

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

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

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

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

#### **Section 5.**

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

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

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

**Section 7.** A grievance may be withdrawn at any level without prejudice or

record. Grievances filed as Union grievances may be initiated at the appropriate level.

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

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

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

## **ARTICLE VII - SCHOOL CALENDAR**

**Section 1.** The school calendar will be negotiated between the Association and School Board.

**Section 2.** Staff teacher work days shall not exceed one hundred eighty-three and one half (183.5). These days include:

- One hundred eighty (180) student contact days;
- One (1) professional development day (or six hours—during the week preceding the start of the school year, or equivalent, but not during a school day, between July 1 and June 30 of each year);
- One (1) staff work day; and
- Three (3) evenings—the equivalent of three (3) half days (usually parent conferences fall and spring, and fall open house).

**Section 3.** The Calendar as finally determined by the Board shall be attached to this contract as Appendix C. Student attendance will not exceed 1098 hours of instruction with thirty (30) hours of professional development counting toward instruction unless mutually

agreed upon between the Board and the Association.

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

- a) A two-week/three weekend recess for the Christmas-New Year holiday which includes Christmas Eve and New Year's Day.
- b) Spring and winter recesses totaling nine (9) days (in addition to Good Friday) to be determined by mutual agreement between the Union and the Board.

1) For 2007-2008 winter recess will be the full week of Good Friday, March 17-21, and spring recess will be April 28 through May 2, 2008.

2) For 2008-2009 and 2009-2010 winter and spring recesses may be changed by the mutual agreement between the superintendent and union executive board by May 15 of 2008.

**Section 5.** The calendar for the McKinley Elementary School shall continue as presently constituted unless changed by the mutual written agreement of the parties.

**Section 6.** It is understood for the duration of this Agreement, teachers will work the amount of time so that the Wyandotte School District will not lose any of the State's basic foundation grant to which it is entitled. If this requires additional time beyond what is herein stated and that time may be increased by adding minutes to the contracted school day, that is what shall occur.



## **ARTICLE VIII - TEACHING LOAD/WORKING HOURS**

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

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

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

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

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

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

It is understood that the regular work day shall not exceed seven and one-half (7 1/2) hours for any teacher and shall not begin before 7:30 am, nor end later than 4:00 pm.

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

**Section 4.** A normal work assignment shall be determined in accordance with provisions of this Article with the understanding that each full-time senior high and middle school teacher shall have one (1) preparation period daily.

The Employer will maintain an adequate number of special subject teachers to provide no less than one hundred sixty (160) minutes of preparation time during a regular full, five-day week for each classroom teacher of grades K-6. With the exception of kindergarten, these special subjects periods shall be no less than thirty (30) minutes in duration. To the extent possible, the pupil contact time of special subjects teachers shall be equal to, but in no event exceed, the pupil contact time of the classroom teachers.

The special education center programs will provide equal preparation time as the teachers of grades K-6 as stated above.

Each year the teachers in Wilson Middle School and McKinley Elementary School will have the opportunity to vote to determine if their building will participate in the early release one day per week to allow for teacher-directed meetings. A two-thirds (2/3) majority vote by secret ballot will prevail (executed by Union member(s)).

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

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

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

**Section 8.** The Board and the Union recognize and agree that a teacher's responsibility to the students, community and

profession generally entails the performance of duties and the expenditure of time beyond classroom duty hours.

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

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

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

**Section 12.** Excluding nurses, tube feeding and catheterization will be performed by teachers on a strictly voluntary basis. Training, when necessary, shall be provided. Other medical and hygienic needs will be performed as currently practiced (1999-2000 SY).

**Section 13.** If a special education summer program is mandated by the State, in order to meet a certain number of instructional days/hours, it shall be implemented according to the following:

- a) participation of bargaining unit members is voluntary;
- b) assignment to these positions shall be based on seniority (if appropriately certified); and,
- c) compensation will be \$32 per hour.

**Section 14. School counselors.** School counselors will have extra duty days not to exceed four (4) days prior to the beginning of the school year and two (2) days after the end of the school year. Compensation time will be credited for those days and may be used at the discretion of the employee with mutual agreement by administration and union.

## **ARTICLE IX – DUES DEDUCTION**

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

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

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

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

**Section 5.** Any employee who is not a member of the Union in good standing or who does not make application for membership

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

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

## **ARTICLE X - VACANCIES**

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

**Section 2.** A teaching vacancy shall occur when:

(a) The Board creates a new position.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI - VOLUNTARY TRANSFERS**

**Section 1.** Between February 15 and March 31 of any school year, or within fifteen (15) days after a teacher receives written notice of an involuntary transfer, a teacher may request a voluntary transfer for the succeeding school year. Such requests shall specify, in the case of transfer to secondary schools, the subject area and the building, and in the case of elementary schools, either a primary or upper elementary position, and building.

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

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

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

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

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

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

**Section 5.** For the purposes of this Article, special education teachers in the general education (K-12) buildings shall be considered a building and special education teachers in the special education center programs will be considered a building.

## **ARTICLE XII-TEACHER ASSIGNMENTS/REASSIGNMENTS**

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

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

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

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

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

## **ARTICLE XIII -TEACHING CONTRACTS**

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

## **ARTICLE XIV-TEACHER RESIGNATIONS**

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

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

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

**Section 4.** A teacher who has left the employment of the Board either by dismissal or

resignation shall forfeit all accrued rights and privileges.

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

## **ARTICLE XV – EMPLOYEE DISMISSALS AND DEMOTIONS**

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

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

## **XVI - REDUCTION IN STAFF**

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

- (a) Temporary employees.
- (b) Probationary teachers according to seniority, certification and ability in that order.
- (c) Tenure teachers according to seniority, certification, and ability in that order.
- (d) If a position cannot be filled with a certified teacher in accordance with seniority,

the teacher with the next highest seniority shall be retained.

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

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

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

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

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

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

**Section 2.** Recall rights under this Article shall be limited to a period equal to the individual's service to the District while under contract. Any person reemployed under this

Article will have the same rights and privileges as were his/hers at the time his/her services were discontinued, but will not be given increments for the period of unemployment. It is understood, however, that this section does not waive an employee's rights under the Tenure Act.

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

### **ARTICLE XVII - HEALTH EXAMINATIONS**

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

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

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

**Section 3.** Any employee failing to file satisfactory evidence of freedom from

communicable tuberculosis within the time specified shall be placed immediately on involuntary leave of absence without pay.

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

### **ARTICLE XVIII - INJURY**

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

**Section 2.** If an employee is physically attacked (as opposed to accidental injury) by another person and injured to the extent that he/she cannot perform his/her teaching duties or if he/she is so injured while directly exercising or attempting to exercise student control, the Board will supplement worker's compensation payments so as to provide income protection equal to but not to exceed one hundred percent (100%) of an employee's take-home pay (gross pay minus income and social security tax deductions). This shall also include teachers/employees who are injured while performing physical acts necessary for the safety, instruction, and/or health of students.

Such income protection is a supplement to worker's compensation and the two added together shall equal but not exceed one hundred percent (100%) of an employee's daily rate of pay, less tax deductions, for his/her regular contracted teaching duties. Such income

protection payment shall not exceed a period of one hundred eighty (180) calendar days during which school is in session. No income protection payments shall be made for any period when school is not in session or for any period during which the employee is eligible to receive long-term disability payments pursuant to this Agreement. In order to be eligible for supplemental payment, the injury must have occurred while exercising the employee's duties and responsibilities in the normal course of employment during the school day or while performing scheduled duties at a sanctioned school function or activity.

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

## **ARTICLE XIX - SICK LEAVE**

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**Section 1.** An employee shall be allowed leave for sickness, disability, and family illness of immediate family, at the rate of one (1) day for every month worked, and one (1) day at the start of the first semester, and one (1) day at the start of the second semester with an accumulation of a total of twelve (12) days within a school year.

**Section 2.** Disabilities due to pregnancy, termination of pregnancy or delivery are temporary disabilities and shall be treated as such. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under this Article shall be applied to such disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other physical and mental disabilities. For purposes of the implementation of this Article, the period and commencement of disability shall be determined by certification of the teacher's attending physician.

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

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

**Section 5.**

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

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

**Section 6.** Credit shall be given an employee at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness and any unused personal business days may be accumulated to an aggregate total of one hundred eighty (180) days. The base date from which all such service accumulations shall begin is August 15 of each year.

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

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

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



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

**Section 11.** When an employee returns to duty from an extended absence due to an injury or illness, his/her physician's written recommendation will be provided.

## **ARTICLE XX - TEMPORARY ABSENCE**

An employee shall notify the employer through a central call-in system of anticipated or unanticipated absences by 6 am of the day of the absence. If an employee calls after 6 am on the day of absence he/she must call the building administrator directly.

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

## **ARTICLE XXI - PERSONAL BUSINESS**

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

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

**Section 3.** Any employee using a personal business day shall sign a statement

indicating that his/her absence was within the intent of the provisions of this Article.

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

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

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

## **ARTICLE XXII - DEATH IN IMMEDIATE FAMILY**

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

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

## **ARTICLE XXIII- LEAVES OF ABSENCE**

### **Section 1. Advanced Study.**

Upon recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, preferably the second semester, without pay and without increment in the schedule, and subject to extension at the discretion of the Superintendent and Board, for advanced study as a regular full-time student in an educational institution of recognized rank. However, a teacher shall be

given a salary increment upon his/her return to duty if he/she participated while on leave as a full-time student in a government program which was given without academic credit.

**Section 2. Travel and Work Experience.**

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

**Section 3. Personal Illness.**

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

**Section 4. Physical and Mental Causes.**

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

The Family and Medical Leave Act may be applicable.

**Section 5. Care for a Sick Member of Immediate Family.**

Leave without pay or salary increment may be granted for not more than two (2) semesters to instructional personnel for care of sick members of the immediate family. Sufficient proof that

such leave is necessary, such as certification by the attending physician, must be submitted to the Superintendent of Schools before such leave will be granted. Under extenuating circumstances this leave may be extended by the Superintendent for up to two (2) additional semesters. The Family and Medical Leave Act may be applicable.

**Section 6. Pregnancy and Child Care.**

Any teacher who becomes pregnant or requires time off for post-childbirth child care immediately following pregnancy or post-adoption child care shall be eligible for a leave of absence subject to the following terms and conditions. In addition, the Family Medical Leave Act may be applicable:

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

(b) A physician's note indicating when the employee becomes disabled due to the pregnancy will be required when the employee wishes to take sick leave on a continuous basis until the birth of the child. The physician's note shall also estimate how long the disability will last after the birth of the child.

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

(d) If an employee desires a post-childbirth leave or adoption leave of absence for child care purposes, the employee must make written application for such leave at least thirty (30) days prior to the expected date of birth or adoption. A child-care leave shall be for the

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

A child care leave may be extended, at the discretion of the Board, for a period of one (1) additional school year upon a written request for such extension filed with the Superintendent prior to March 30. Upon the request of the employee filed with the Superintendent prior to March 30, the Board, in its discretion, may further extend the leave for one (1) additional school year. The total amount of time used for child care leave may not exceed three (3) years.

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

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

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

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

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

**Section 11.**  
(a) **Union Business.** Teachers who are officers of the Union or are appointed to its staff may, upon proper application, be given a leave of absence not to exceed one (1) year without pay but with increment on the salary schedule for the purpose of performing duties for the Union. Not more than two (2) teachers shall be on such leave at any one time.

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

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

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

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

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

**Section 16. Job Sharing.** Teachers may volunteer to participate in Job Sharing, with two teachers completing one full time position (40%/60% or 50%/50%), or weekly, and/or part-time employment, such as part-time daily or weekly contracts, depending on the level, program, and the best interest of students, in order to accommodate less than full-time teaching responsibilities. Part-time teachers shall be awarded all rights and benefits, including seniority, of the Master Agreement on a prorated basis, depending on the percentage of work contracted for the year.

## **ARTICLE XXIV - SABBATICAL LEAVE**

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

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

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

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

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

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

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

(6) Such leave may be granted provided that the employee agrees to return to the Wyandotte Public School System for a period of not less than two (2) years after completion of

the leave. In granting this leave, a reasonable attempt will be made to reserve the teacher's position, if he/she so requests, for his/her return.

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

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

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

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

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

6 above, then one-half (1/2) of the face amount shall be forgiven, but the remaining one-half (1/2) shall become due on the day the employee leaves the employ of the Board.

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

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

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

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

## **ARTICLE XXV - EMPLOYMENT WHILE ON LEAVE OF ABSENCE**

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

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

Further, this Article may be waived in individual instances by the Board. "Half-time"

employment is defined as payment at one-half (1/2) the rate ordinarily paid by the employer to persons with similar training and experience who are employed fulltime for this or similar work.

#### **ARTICLE XXVI – RETURN TO DUTY AFTER ABSENCE**

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

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

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

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

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

Where the leave of absence is for a period longer than one semester the employee must indicate, in writing, a desire to return to duty prior to the last Friday in March in the school year in which the leave is to expire. Failure to give notice required by this section or a refusal by the employee to accept a position

offered and for which he/she is qualified, shall, at the discretion of the Board, terminate his/her employment.

#### **ARTICLE XXVII - STUDENT DIRECTION AND EMPLOYER - EMPLOYEE RESPONSIBILITY**

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

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

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

**Section 4.** The Employer and Union recognize that behavioral problems sometimes arise regardless of the teaching environment. The development of a healthy learning atmosphere, including the maintenance of adequate discipline, is the responsibility of both the employees and the administrators with the employees responsible generally for direct classroom operation and control and the

administrators for providing assistance and support to employees as needed. In discipline matters, each pupil shall be dealt with justly and considerately.

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

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

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

Either the employee or the principal may initiate a conference regarding the student for the purpose of improving the teaching situation through identification of causal factors relating to the disciplinary problem and the development of a remedial course of action if one is warranted. The conferences will be conducted in an appropriate manner and place with available information about the student used in a discreet and confidential manner. At the option

of the principal, either the student and/or his/her parents may attend the conference. Information about a student or his/her home which is obtained by the employee shall be kept confidential. The employee shall be informed of any remedial action that the principal determines to be appropriate as a result of the conference.

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

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

**Section 8.** The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values often can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and student is

encouraged within the limits of good taste and the maturity levels of the pupils. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

## **ARTICLE XXVIII - EMPLOYEE CONFERENCES**

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

**Section 2.**

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

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

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

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

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

## **ARTICLE XXIX - PERSONNEL RECORDS**

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**Section 1.** An employee shall have the right upon request to review the contents of his/her own personnel file. A representative of

the Union may, at the employee's request, accompany the employee in this review. The review shall be in the presence of the Administrator responsible for the safekeeping of these files.

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

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

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

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

## **ARTICLE XXX - SUPREMACY OF CONTRACT**

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



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

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

**Section 4.** If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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## **ARTICLE XXXI - GENERAL**

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

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

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

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

## **Section 5.**

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

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

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

**Section 6.** If the District applies for a waiver/deviation from the special education rules and regulations, and if it will have a negative impact on the employee's workload, the union will be consulted and given reasons for such application.

**Section 7.** The Board agrees to pay for the required fingerprinting of all current employees as of December 31, 2005. Any new employee hired after that date will be required to pay for his/her fingerprinting as required by law for employment.

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## **ARTICLE XXXII – SALARIES**

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### **Section 1.**

**(a)** The salary schedules for the school years 2006-2010 are listed in Appendix A. Increases in salary are split by semester each year, except

in the year 2009-2010 and are specified in the scheduled amounts and the net payout amounts.

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

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

(c) Sixty-two dollars (\$62) will be paid to persons with Bachelor's but not Master's degrees for each semester hour earned beyond those necessary for meeting permanent certification requirements; however, no payments will be made for the first eighteen (18) hours completed beyond the Bachelor's degree or in excess of a total of twenty-two (22) except that this requirement of eighteen (18) hours will be held to ten (10) semester hours for those persons employed as of June 16, 1972 whose certification requirements can be met with the completion of ten (10) semester hours of graduate work.

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

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

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

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

(d) Sixty-six dollars (\$66) will be paid to persons with Master's degrees for each semester

hour earned beyond the Master's degree, up to a maximum of thirty (30) semester hours.

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

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

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

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

(e) Teachers who earn certain advanced degrees in relevant areas that represent an upgrading of professional skills shall receive the following additional amounts per year:

Specialist Degree	\$2,000
Ed.D.	\$3,000
Ph.D.	\$4,000

(f) Teachers who agree to be North Central Association (NCA) building chairpersons will receive an additional stipend of \$500; if two or more people co-chair NCA in one building, the stipend will be split among them.

## Section 2.

(a) A death benefit in the amount of \$40,000 will be provided by the Board for those teachers who are under contract with the Board.

Should the death of a teacher result from accidental causes, as defined in a standard life

insurance contract, then \$40,000 shall be added to the above-mentioned death benefit.

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

(b) The Board will provide each employee with Delta Dental Plan E with 01 rider or with a dental insurance plan by a carrier of the Board's choice providing equivalent benefits to the employee. The maximum contract benefit shall be \$1,200 per person per contract year for Class 1 and Class 2 benefits.

(c) In addition, the Board shall provide each employee with the Community Blue PPO Plan I Health Insurance with CB-MH20% and CB-MHP riders. The Board may choose to self insure this benefit through a program administered by Blue Cross/Blue Shield.

The Board and Association agree to a prescription drug rider of \$5-\$5-\$10 copay with a non-Blue Cross provider (\$5 generic-\$5 for name brand if no generic available, \$10 for name brand when there is a generic available). The drug coverage shall remain the same as currently provided in the 2000-2004 Master Agreement. If concerns regarding the formulary/non-formulary drug dispensing are satisfactorily addressed between union and management, the Board has the option of choosing the third-party provider for the prescription drug rider.

There shall be no more than one Board provided health insurance policy for one household. In any household where an employee elects to waive Board provided health

insurance in writing, or an employee is not eligible for such insurance, the Board shall contribute a total of \$100 per month to the employee. An additional \$300 per year will be contributed to unit members who are not eligible for health insurance under this provision.

(d) The Board will provide a maximum benefit for long-term disability in an amount equal to sixty percent (60%) of an insured person's monthly salary, not to exceed a maximum monthly benefit of \$4,000. To qualify for Long Term Disability (LTD) the elimination period is ninety (90) days.

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

(e) The Board will provide each employee with vision insurance under either MESSA VSP-3+, full family coverage, or with vision insurance by a carrier of the Board's choice providing equivalent benefits to the employee. Should the Board choose to be self-insured with regard to vision insurance it will provide at a minimum the same benefits provided under the MESSA VSP-3+.

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

**Section 3.** A teacher who has been employed by the Wyandotte School District for twenty (20) years or more and retires because of age or medical reasons shall receive a lump sum payment of ten percent (10%) of the current base salary (the beginning salary for an inexperienced teacher with a Bachelor's degree) provided he/she is eligible to receive and has made application to receive monthly pension

payments from the Michigan Public School Employees' Retirement Fund.

Or, if an eligible individual under this provision notifies the employer of his/her irrevocable resignation for purposes of retirement prior to February 1<sup>st</sup> for a June retirement (September 1 for an end of first semester retirement), said individual shall be entitled to ten percent (10%) of his/her current salary.

In either event, the foregoing payment shall be made to the estate of the employee in the event of the death of the employee.

Any teacher who retires and received a benefit provided in this section and is subsequently reemployed in the Wyandotte School District shall not be eligible to again receive such benefits upon his/her later retirement.

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

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

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

<u>Up to 30 Min.</u>	<u>31-45 Min.</u>	<u>46-60 Min.</u>
\$16.12	\$23.62	\$30.82

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

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

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

Nurses shall only accrue seniority as nurses under this Agreement.

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

### **ARTICLE XXXIII - EVALUATION**

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

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

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

noted in such observation within ten (10) days of the date of the observation.

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

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

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

#### **ARTICLE XXXIV – DURATION OF AGREEMENT**

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**Section 1.** This Agreement shall be in effect for a period of four (4) years, from August 15, 2006 through August 14, 2010, and shall continue in effect from year-to-year thereafter unless written request to modify or terminate is delivered by either party to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to August 14, 2010.

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

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

*Wayne County-MEA/NEA  
Wyandotte Education Association*

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX B(1)—EXTRA DUTIES and ACTIVITIES

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**Section 1.** The Board will make available compensatory pay for extra duties and activities. Any and all such payments shall be limited to the express and specific provisions of this Appendix of the Master Agreement. Pay will be made through a third-party contractor unless the teacher is in his/her last three (3) or five (5) years of employment (whichever is applicable), and, then they can choose either payroll or third party contracting.

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

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

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

**Section 4.** For other extra work which has been assigned and/or approved by the building

principal, a teacher shall be entitled to additional compensation as provided for in Sections 5 and 6 of this Appendix, subject to this Appendix’s conditions and restrictions.

**Section 5.** The following (page 31) pay schedules for members of the bargaining unit represents the compensatory pay schedule for the bargaining unit.

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

The hourly rate of compensation for hours approved as being in excess of twenty (20) is ten dollars and fifty-two cents (\$10.52).

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

**Section 8.**

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

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

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

**Section 10.** Compensatory pay as provided for in this Appendix B(1) is restricted to extra-curricular assignments that are performed within the regular September-June school year, except that any pre-September activity, such as football and cross country, shall be performed as needed and without additional compensation except as expressly provided for in Section 5 of this Appendix. Extra-curricular assignments shall not be a part of a teacher's regular contract.

**Section 11.** Records of extracurricular assignments and hours shall be the responsibility of the building principal. All hours accumulated for payment and approved by the principal must be

submitted to the Payroll Department no later than the last Friday of the regular school year.

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

**Section 12.** Each coach specified in Appendix B(2) Compensatory Pay Schedule will be paid no more than the amount indicated, or if additional coaches are added, the pay will be split among all of the coaches in the category.



## APPENDIX B(2) – 2007-2010 COMPENSATORY PAY SCHEDULE

### Athletics

Yr 1=% x BA step 0; Yr 2=% x BA step 1; Yr 3 (max) =% x BA step 2

Varsity Football (1)	13.0%
Assistant Varsity Football (4)	10.0%
Junior Varsity Football (2)	9.5%
Freshmen Football (2)	8.4%
Middle School Football (2)	6.2%
Middle School Assistant (2)	4.8%
Varsity Basketball (2)	13.0%
Assistant Varsity Basketball (2)	9.5%
Junior Varsity Basketball (2)	9.5%
Freshmen Basketball (2)	8.4%
Middle School Basketball (6)	6.2%
Varsity Swimming (2)	13.0%
Diving (2)	6.2%
Middle School Swimming (1)	6.2%
Middle School Assistant (1)	4.8%
Varsity Volleyball (1)	13.0%
Assistant Varsity Volleyball (1)	9.5%
Junior Varsity Volleyball (1)	9.5%
Freshmen Volleyball (1)	8.4%
Middle School Volleyball (3)	6.2%
Varsity Wrestling (1)	13.0%
Assistant Varsity Wrestling (1)	9.5%
Junior Varsity Wrestling (1)	9.5%
Middle School Wrestling (1)	6.2%
Middle School Assistant (1)	4.8%
Varsity Hockey (1)	13.0%
Assistant Hockey (1)	8.4%
Junior Varsity Hockey (1)	6.2%
Varsity Rowing (1)	10.5%
Assistant Rowing (2)	7.0%
Varsity Softball (1)	10.5%
Assistant Softball (1)	7.5%
Junior Varsity Softball (1)	7.3%
Freshmen Softball (1)	7.0%
Middle School Softball (2)	5.3%
Varsity Baseball (1)	10.5%
Assistant Baseball (1)	7.5%
Junior Varsity Baseball (1)	7.3%
Freshmen Baseball (1)	7.0%
Middle School Baseball (2)	5.3%
Varsity Track (2)	10.5%
Assistant Track (2)	7.3%
Middle School Track (2)	6.2%
Middle School Assistant Track (2)	4.8%
Varsity Cross Country (2)	9.5%
Wilson Cross County (1)	6.2%
Wilson Assistant (1)	4.8%
Varsity Tennis (2)	9.5%
Assistant Tennis (2)	6.6%
Varsity Cheerleading (1)	9.5%
Assistant Cheerleading (1)	6.2%
Freshmen Cheerleading (1)	5.3%
Middle School Cheerleading (1)	4.8%
Varsity Golf (1)	9.5%
Assistant Golf (1)	6.6%
Intramural Coaches (4+)	4.8%

### Activities rate

% x BA step 0

Theater (drama/musical/stage related) (2)	9.5%
Musical choreographer	1.03%
Musical vocal director	2.04%
Musical instrumental director	2.04%
Musical piano accompanist	2.54%
WAAC class primary sponsor	2.6%
Associate sponsor	1.6%
Senior class sponsor	2.04%
Junior class sponsor	1.54%
Sophomore class sponsor	1.03%
Freshmen class sponsor	.72%
Quiz Bowl Coach	2.04%
Elementary Safety Patrol	2.04%
Vocational Academic Clubs	1.54%
DECA	
BPA	
FFA	
Winter Guard Director	2.8%
Middle School Director	1.4%
Marching Band Director	12.0%
Head Assistants (2)	2.8%
Assistants (6)	.7%
Color Guard Director	2.8%
Assistant Color Guard	1.4%
Middle School Band	1.44%
Jazz Band	2.5%
Orchestra	1.03%
Middle School Orchestra	.72%
Elementary Instrumental (6)	1.03%
ROVASI Director	2.5%
ROVASI Choreographer	1.54%
Choir Director	1.44%
Chorus	.72%
Middle School Vocal Music	1.03%
Elementary Vocal Music (6)	1.03%
Level I Clubs	.72%
National Honor Society	
Junior National Honor Society	
Student Council (2)	
Key Club	
Creative Writing	
National Art Honor Society	
Level II Clubs (over 20 hrs but less than Level I)	.5%

**Appendix C – SCHOOL CALENDARS  
2006-2010**

**2007-2010** (183.5 work days, includes 180 student contact days, 1 professional development day (six hours) prior to the start of the school year (or equivalent), 1 staff work day, and 3 evenings).

<b>2006-2007</b>	
T9/5	First day for staff
W 9/6	First day for students
ThF11/23-24	Thanksgiving recess
12/25-1/5	Holiday recess
F1/26	End of first semester
MF2/23-26	Winter break
4/6-13	Spring break
M5/28	Memorial Day no school
Th6/14	Last day with students
F6/15	Last day for staff

<b>2007-2008</b>	
<i>6 hours of professional development – optional workshops offered the week before Labor Day (or equivalent)</i>	
T9/4	1 <sup>st</sup> day students (1/2 day pm)
ThF11/22-23	Thanksgiving recess
12-24-1/4	Holiday recess
F1/25	End of first semester
M-F3/17-21	Winter break
M-F4/28-5/2	Spring break
M5/26	Memorial
Th6/12	Last day students
F6/13	Last day staff

<b>2008-2009</b>	
<i>6 hours of professional development – optional workshops offered the week before Labor Day (or equivalent)</i>	
T9/2	1 <sup>st</sup> day students (1/2 day pm)
ThF11/27-28	Thanksgiving recess
12/22-1/2	Holiday recess
F1/23	End of first semester
M-F2/23-27	Winter break
M-F4/6-10	Spring break
M5/25	Memorial Day
Th6/11	Last day students
F6/12	Last day staff

<b>2009-2010</b>	
<i>6 hours of professional development – optional workshops offered the week before Labor Day (or equivalent)</i>	
T9/8	1 <sup>st</sup> day students (1/2 day pm)
ThF11/26-27	Thanksgiving recess
12/21-1/1	Holiday recess
F1/29	End of first semester
M-F2/22-26	Winter break
M-F3/29-4/2	Spring break
M5/31	Memorial Day
Th6/17	Last day students
F6/18	Last day staff

Agreed to this twelfth day of June, 2007 by the parties signed below:

WYANDOTTE BOARD OF EDUCATION

WAYNE COUNTY MEA/NEA

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

## Appendix E – SCHOOL NURSES

School Nurses' Benefits and Working Conditions as per Article XXXII Section 7

The following are the exceptions to the WC/MEA/NEA Master Agreement applicable to school nurses:

### SALARIES

<b>RN (no degree)</b>		<b>2006-2010</b>			
Step 0/year 1	\$5,000 less than BA step 0	\$35,821			
Step 1/year 2	\$4,000 less than BA step 0	\$36,821			
Step 2/year 3	\$3,000 less than BA step 0	\$37,821			
Step 3/year 4	\$2,000 less than BA step 0	\$38,821			
Step 4/year 5	\$1,000 less than BA step 0	\$39,821			
Step 5/year 6	BA step 0	\$40,821			

<b>BSN (bachelor's degree RN)</b>		<b>2006-2007</b>	<b>07-08</b>	<b>08-09</b>	<b>09-10</b>
Step 0/year 1	\$5,000 less than BA step 0	\$35,821	\$35,821	\$35,821	\$35,821
Step 1/year 2	\$4,000 less than BA step 0	\$36,821	\$36,821	\$36,821	\$36,821
Step 2/year 3	\$3,000 less than BA step 0	\$37,821	\$37,821	\$37,821	\$37,821
Step 3/year 4	\$2,000 less than BA step 0	\$38,821	\$38,821	\$38,821	\$38,821
Step 4/year 5	\$1,000 less than BA step 0	\$39,821	\$39,821	\$39,821	\$39,821
Step 5/year 6	BA step 0	\$40,821	\$40,821	\$40,821	\$40,821
Step 6/year 7	BA step 1	\$43,424	\$43,424	\$43,424	\$43,800

<b>MSN (master's degree RN)</b>		<b>2006-2007</b>	<b>07-08</b>	<b>08-09</b>	<b>09-10</b>
Step 0/year 1	\$5,000 less than MA step 0	\$39,111	\$39,111	\$39,111	\$39,111
Step 1/year 2	\$4,000 less than MA step 0	\$40,111	\$40,111	\$40,111	\$40,111
Step 2/year 3	\$3,000 less than MA step 0	\$41,111	\$41,111	\$41,111	\$41,111
Step 3/year 4	\$2,000 less than MA step 0	\$42,111	\$42,111	\$42,111	\$42,111
Step 4/year 5	\$1,000 less than MA step 0	\$43,111	\$43,111	\$43,111	\$43,111
Step 5/year 6	MA step 0	\$44,111	\$44,111	\$44,111	\$44,111
Step 6/year 7	MA step 1	\$47,591	\$47,591	\$47,591	\$48,100
Step 7/year 8	MA step 2	\$51,071	\$51,071	\$51,071	\$51,600

### **OTHER BENEFITS & WORKING CONDITIONS**

1. A travel allowance will be paid if traveling is necessitated.
2. The School Nurses' Association membership fee will be paid by the District.
3. Appropriate inservice and professional journals will be provided, but must have preapproval of the administrator(s).
4. Committee work extending beyond the normal school day will be additional compensation at the nurse's contract hourly wage.

**APPENDIX A**  
**SALARY SCHEDULES**

	<b>2006-07</b>	<b>1st Semester 2007-08</b>	<b>2nd Semester 2007-08</b>	<b>PAYOUT 2007-08</b>	<b>1st Semester 2008-09</b>	<b>2nd Semester 2008-09</b>	<b>PAYOUT 2008-09</b>	<b>2009-10</b>
<b>BA</b>								
0	40,821		40,821	40,821		40,821	40,821	40,821
1	43,424		43,600	42,211		43,700	42,261	43,800
2	46,039		46,200	44,812		46,300	44,950	46,400
3	48,658		48,800	47,420		48,900	47,550	49,000
4	51,290		51,400	50,029		51,600	50,200	51,800
5	53,931		54,100	52,695		54,200	52,800	54,300
6	56,599		56,800	55,366		56,900	55,500	57,000
7	59,242		59,400	58,000		59,600	58,200	59,800
8	61,911		62,100	60,671		62,300	60,850	62,500
9	64,859		65,100	63,506		65,300	63,700	65,500
10	67,954	68,634	70,007	69,320	71,057	72,052	71,551	73,492

	<b>2006-07</b>	<b>1st Semester 2007-08</b>	<b>2nd Semester 2007-08</b>	<b>PAYOUT 2007-08</b>	<b>1st Semester 2008-09</b>	<b>2nd Semester 2008-09</b>	<b>PAYOUT 2008-09</b>	<b>2009-10</b>
<b>MA</b>								
0	44,111		44,111	44,111		44,111	44,111	44,111
1	47,591		47,700	45,906		48,000	46,056	48,100
2	51,071		51,200	49,396		51,400	49,550	51,600
3	54,577		54,700	52,886		55,000	53,100	55,100
4	58,095		58,200	56,389		58,400	56,550	58,600
5	61,620		61,800	59,948		62,000	60,100	62,200
6	65,158		65,300	63,460		65,600	63,700	65,900
7	68,714		69,000	67,079		69,200	67,250	69,400
8	72,278		72,500	70,607		72,800	70,900	73,000
9	75,856		76,000	74,139		76,300	74,400	76,500
10	80,247	81,049	82,670	81,860	83,910	85,085	84,498	87,000