

MASTER AGREEMENT

BETWEEN THE

WAKEFIELD-MARENISCO
EDUCATION ASSOCIATION

AND THE

WAKEFIELD-MARENISCO
SCHOOL DISTRICT
BOARD OF EDUCATION

2010-2013

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MASTER AGREEMENT

This agreement entered into as of this 1st day of July 2010 by and between the Board of Education of the Wakefield-Marenisco School District, Wakefield, Michigan, hereinafter called the "Board," and the Wakefield-Marenisco Education Association, hereinafter called the "Association."

PREAMBLE

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

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

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

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Wakefield-Marenisco Education Association (W-MEA) as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours and conditions of employment for the bargaining unit of all certificated professional teaching personnel under contract, and specifically including all classroom teachers, guidance counselors, librarians, special education teachers, speech, hearing and orthopedic teachers or therapists, but excluding per diem substitutes, administrators, supervisors, coordinators, executive personnel, maintenance and plant personnel and office workers. The term “teacher”, when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers. It is further recognized that articles in this agreement specifically concerned with certificated personnel are not applicable to other professional personnel.
- 1.2 The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this agreement.

ARTICLE 2

DEFINITIONS

- 2.1 Whenever used herein, unless the contract clearly states a different usage, the following words or phrases shall have the following interpretations:
- 2.2 The word “Board” shall mean the duly elected, qualified and acting members of the Board of Education of the Wakefield-Marenisco School District.
- 2.3 The word “teacher” shall mean any or all certificated and qualified personnel hired, and personnel hired under a special permit, as defined in Michigan’s Teacher Tenure Act and/or in accordance with Michigan School Laws.
- 2.4 The word “superintendent” shall mean the duly qualified or acting superintendent of the school district as appointed by the Board.
- 2.5 “Principal” shall mean the person designated as the principal of any school building or buildings.
- 2.6 “Supervisor” shall mean any person who observes and evaluates the work performance of teachers, and shall include principals, superintendent, and any other staff member whose reports become a part of each teacher’s individual record or are used for tenure purposes.
- 2.7 The “Association” shall be the Wakefield-Marenisco Education Association.
- 2.8 References to the masculine shall include the feminine and the feminine shall include the masculine.
- 2.9 The term “certificated” shall be as defined by the State Board of Education.
- 2.10 *Qualified* shall be defined as having the proper certification and, where necessary, being *highly qualified* as defined in the Elementary and Secondary Education Act (ESEA).

ARTICLE 3

BOARD RIGHTS

- 3.1 The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto the Board, all powers, rights and authority conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States unless otherwise limited by the specific terms of this Agreement. Said rights shall include, but not be limited to, the right to:
- a. Manage and control the school's business, the equipment, the operations and affairs of the employer.
 - b. Subject to and limited by the express and specific provisions of the Master Agreement; to manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, subcontract for non-bargaining unit work; determine the size of the work force and to lay off employees in conformance with this Agreement.
 - c. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - d. Adopt reasonable rules, regulations and educational policies.
 - e. Determine the qualifications of employees and conditions of employment in compliance with applicable State and Federal law.
 - f. Determine the number and location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - g. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - i. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in the agreement.

- j. Determine the policy affecting the selection and/or training of employees, providing such selection shall be based upon lawful criteria.
- 3.2 The parties to this agreement understand that the Board has the right to act without prior negotiation on matters not expressly limited by the provisions of this agreement; excepting said Board Rights shall not apply where teachers have protected rights provided for under PERA and/or the laws and Constitution of the State of Michigan and the United States. It is further understood that legal rights that do not affect the rights of teachers shall be deemed inherent rights of the Board.

ARTICLE 4

MAINTENANCE OF STANDARDS

- 4.1 Effective with the ratification of this Agreement by the parties, any previously established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.
- 4.2 Subject to the requirements of the PERA and effective with the ratification of this Agreement by the parties, no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the conditions in effect for such employee at the time this Agreement is executed, unless modified by the mutual negotiation of this Agreement.
- 4.3 Subject to and conditioned on the requirements of PERA, the duties of any union member or the responsibility of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement without the Association's full knowledge and consent. Transfer shall not apply to any shared staffing situations like those addressed in Article 12, Section 12.5.

ARTICLE 5

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- 5.1 All teachers, as a condition of employment, shall either:
- a. Sign and deliver to the Board an assignment authorizing deductions of membership dues and assessments of the Association (including Michigan, National, and Western Upper Peninsula Education Associations), and such authorization shall continue in effect from year to year, unless revoked in writing between June 1 and September 1 of a given year; or
 - b. Within thirty (30) days of the commencement of employment, cause to be paid to the Association either by authorizing payroll deduction or in cash a representation fee equivalent to the dues and assessments of the Association (including the Michigan, National, and Western Upper Peninsula Education Associations). In the event the representation fee shall not be paid, the Board, upon request from the Association, shall deduct a lawfully established representation service fee.
- 5.2 The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including, but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any moneys for any reasons associated with the provisions of this article. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- 5.3 The deduction of membership dues for the Michigan Education Association [and National Education Association shall be made from the first regular paycheck each month for ten (10) months. The deductions of membership dues for the Wakefield-Marenisco Education Association and the Western Upper Peninsula Education Association shall be made from the second paycheck in November.

- 5.4 The right to refund to teachers moneys deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 A grievance is defined as a claim by a teacher, group of teachers or the Association that there has been a violation or misinterpretation or misapplication of the express terms of this agreement or any rule, regulation, policy, or order of the Board, pertaining to the teacher's employment rights.
- 6.2 Written grievances as required herein shall contain the following:
- a. It shall be signed by the grievant.
 - b. It shall be specific and factual.
 - c. It shall contain a brief summary of the pertinent facts upon which the grievance is alleged.
 - d. It shall cite the section or subsection of this agreement alleged to have been violated.
- 6.3 The term "days" as used herein shall mean scheduled workdays. A workday shall be defined as a day in which school is in session, excepting the summer break when workdays will include any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the Board or its representatives shall automatically be advanced to the next level. Any grievance not pursued or appealed by the Association or bargaining unit members within the time limits hereinafter specified shall be deemed settled on the basis of the Board's last response.
- Level One
- 6.4 A bargaining unit member desiring to process a grievance, as defined above, shall within twenty (20) days of its alleged occurrence orally discuss the grievance with the principal in an attempt to resolve the same. The principal shall be advised in the oral discussion that the events being discussed are being presented as the basis for the grievance and the terms upon which the grievance is based. If no resolution is obtained with five (5) days of the oral discussion, and if the employee, employees or the Association, desires to pursue the matter further, he/she/they shall reduce the grievance to writing and proceed within five (5) days of the said discussion to Level Two.
- Level Two
- 6.5 A written grievance shall be filed with the Superintendent or his/her designee by the grievant. The Superintendent or designee shall, within ten (10) days of the filing of the grievance, arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the Association. The Superintendent or designee shall have ten (10) days following this discussion within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Association.

Level Three

- 6.6 If the decision rendered by the Superintendent or designee is unsatisfactory to the grievant and the Association, the Association may appeal the grievance to the Board of Education by filing a notice of appeal along with the decision of the Superintendent or his/her designee to the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition.

Upon receipt of the written grievance, the Board of Education shall schedule a hearing on the grievance to occur at or before the Board's next regularly scheduled meeting, scheduled for at least ten (10) days after receipt of the grievance. The Board shall make a written disposition of the grievance no later than fifteen (15) days from the time of the hearing of the grievance. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than fifteen (15) days after the initial Board hearing, except with the express written consent of the Association.

Level Four

- 6.7 Only the Association shall have the right to process or appeal a grievance at Level Four. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American Arbitration Association by notifying the district of its intent to pursue the matter to arbitration. A demand for arbitration requesting the appointment of an arbitrator to hear the grievance shall also be filed. A copy of the demand for arbitration will be served on the Board of Education.

- 6.8 The powers of the arbitrator shall be limited to determining whether the express terms of the Agreement or rule, order, policy or regulation of the Board has been violated, misinterpreted or misapplied. The powers of the arbitrator are subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, disregard or modify any of the terms of this agreement.
- b. The arbitrator shall have no power to establish salary schedules.
- c. The arbitrator shall have no power to change any practice, policy, rule, regulation or order of the Board. His/her power shall be limited to deciding whether the express articles or sections of this agreement or any practice, policy, rule, regulation or order of the Board have been misinterpreted, misapplied or violated. He/she shall not imply obligations and conditions not set forth in this agreement.

- d. The content of an evaluation or Individualized Development Plan shall be grievable but, if grieved, the burden of proof shall rest with the Association and the decision of the arbitrator shall be final and binding.
 - e. If an issue has another remedial procedure established by law or by government regulation, the Union shall be limited to pursuing said matter in only one forum.
- 6.9 The Board shall not be required to pay back wages more than ninety (90) days prior to the date the written grievance is filed.
- a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned, less any compensation that he/she may have received from any source during a period of back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
- 6.10 The cost of the arbitrator shall be paid by the party who does not prevail. Each party shall assume its own cost for representation. In cases where the arbitrator renders a split decision, the cost of the arbitrator shall be shared equally by the parties.
- 6.11 Unless mutually agreed to by the parties; the preparation, filing, presentation or consideration of grievances shall not be conducted during those times when students are present in a teacher's regularly scheduled class.
- 6.12 Notwithstanding the expiration of this Agreement, any claim or grievance filed during the term of this contract may be processed through the grievance procedure until resolution. Grievances filed after the expiration of this agreement may, at the Association's option, be processed through the Board level.
- 6.13 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 7

TEACHER/ASSOCIATION RIGHTS

Teacher Rights

- 7.1 The rights contained herein for the Association and each individual teacher shall be in addition to and shall include all of the rights, privileges and immunities granted to it or him/her under the laws of Michigan and the Constitution of the United States.
- 7.2 Each teacher has a right to conduct his/her personal life within the rights guaranteed to him/her by constitution and law. Such personal life of the teacher shall not fall within the scope or concern of the Board.
- 7.3 The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by the laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- 7.4 The employer shall maintain a personnel file for each teacher in the District office. No material originating after original employment shall be placed in the employee's personnel file unless the teacher has had an opportunity to review the material. Teachers will be required to sign any material of a disciplinary nature or involving complaints against the teacher that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature. Teachers shall have the right to review the contents of their personnel file upon request. This review will take place within a reasonable time, (not more than 24 hours), after the request, and will be conducted in the presence of an administrator or his/her designated representative. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. A teacher who sincerely believes material placed in his/her file is not correct or is in error, may seek adjustment provided good cause is demonstrated. With good cause shown or demonstrated, the teacher may have the material corrected or if completely incorrect, removed from the file. Any

and all materials from the previous Wakefield School District and the previous Marenisco School District may be removed from the files.

Association Rights

- 7.5 The Association or any committees thereof shall have the right to use school buildings and facilities without charge for professional meetings during times when the building is covered by the operating staff. Room clearance shall be made with the main office. Bulletin boards and mail boxes shall be made available to the Association for the purpose of distributing materials related to the official business of the Association, such as notices of meetings and social events, announcements of the results of Association meetings or elections, and the like, and shall be signed by an officer of the Association. Other media of communication shall be made available at cost, but at no inconvenience to the proper operation of the school. The Association agrees that no member or members shall engage in organization activities during school hours without permission.
- 7.6 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided this will not interfere with or interrupt normal school operations. The representative shall inform the administration of his/her presence in the building.
- 7.7 An information copy of distributed notices, circulars and other material shall be sent to the principal at the time of posting or distribution.
- 7.8 The Board agrees to furnish to the Association upon request, information concerning financial resources of the District, including annual financial reports, audits, employee directory, budgets, minutes of Board meetings, Board agendas, salaries paid to Association members and other documentation that is readily available and will assist the Association in developing accurate and informed plans for teachers including information that may be necessary for the Association to process any grievance which may arise.
- 7.9 The Association's Executive Board may request in writing to have matters of concern placed on the Board agenda by submitting them to the superintendent five (5) days prior to the Board meeting. The Board shall not unreasonably deny any such request.
- 7.10 A teacher engaged during the school day in negotiating on behalf of the Association, participating in any grievance procedure or arbitration, shall be released from his/her regular duties without loss of salary.

ARTICLE 8

TEACHER DISCIPLINE

- 8.1 No tenured teacher shall be disciplined, including reprimand, suspension, with or without pay, demotion or discharge, without just cause. Any decision by the Employer to terminate or not to renew the contract of a probationary teacher is not subject to arbitration under the just cause provision in this section but shall be grievable through the Board level.
- 8.2 In the event a teacher is to be disciplined, no disciplinary action will be taken until such time as:
 - a. The teacher has been notified of the possibility that disciplinary action may ensue.
 - b. If requested, the teacher has an association representative present at any such meeting.
- 8.3 A teacher shall be entitled to have present a representative of the Association for any disciplinary action. No longer than five (5) school days may elapse before disciplinary action is taken after a teacher has received notice of disciplinary action and has requested an association representative.
- 8.4 Whenever a result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decision of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand. The teacher shall meet with the administrator to develop a planned program to correct the deficiencies cited by the administrator.
- 8.5 All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.

ARTICLE 9

LEAVES OF ABSENCE

- 9.1 Paid Sick Leave: Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications: Paid sick leave will be earned by full-time employees at the rate of ten (10) days per year. Part-time employees shall receive a prorated sick leave accrual based upon the ratio of their regularly scheduled hours to that of a full-time employee. New employees hired during a school year will receive prorated sick leave based upon the ratio of their days of employment to the number of days in a full school year. Paid sick leave will be credited to the use of employees on the first scheduled day of work each school year.
- 9.2 Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury or other disability. Disability associated with pregnancy shall be treated as any other disability. While employees may occasionally need to utilize paid sick leave for routine health examinations or dental appointments, every effort will be made to schedule such examinations or appointments during vacation periods or following the close of the school day. Employees may also use accrued paid leave each school year for the following purposes:
- a. Illness of immediate family. (Interpretation of immediate family includes father, mother, sister, brother, spouse, son, daughter or parent-in-law of employee.) Within the discretion of the superintendent in special cases, other persons may be included with the immediate family.
 - b. Time necessary when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- 9.3 If the employer has reason to believe that an employee is abusing paid sick leave or the employee is on sick leave for more than three (3) consecutive sick leave days, the employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.
- 9.4 Unused paid sick leave days may accumulate to a maximum of one hundred eighty (180) days. Upon death or retirement, employees shall be paid the sum of \$40 per day of unused sick leave to a maximum of \$7,200.
- 9.5 A teacher absent from work because of lice shall suffer no loss of compensation and shall not be charged with sick leave. The administration may request a doctor's slip verifying the illness.

- 9.6 Disability Leave: After the exhaustion of paid sick leave, a disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, or other disability. The Employer may require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be without pay or benefits. The disability leave will continue for the period of the employee's disability or the end of the school year, whichever is earlier. At the completion of this initial school year, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may request at reasonable times proof of a continuing disability. In situations where the employee's condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense. Employees are required to provide notice of intent to utilize disability leave at such time as their physician verifies the need for the leave. In the event that the physician selected by the Employer is considered by the Union to be inappropriate for the particular employee, the parties shall meet to select an alternative physician. All employees returning to work from a disability leave of absence must present a satisfactory physician's certificate indicating the employee is medically able to return to work.
- 9.7 Worker's Compensation Leave: A leave of absence for up to the remainder of the school year will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer. At the completion of the initial period of the leave, the Employer shall grant an extension of the leave if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave, provided, however that an employee may not be on a worker's compensation leave for a period longer than twenty-four (24) consecutive months. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with the recall procedure. The Employer may require at reasonable times proof of a continuing inability to perform work for the Employer.

Employees who incur a work related injury or disease for which they are receiving worker's compensation benefits may utilize accrued paid sick leave days, charged to the employee's sick leave account on a prorata basis to maintain the difference between the employee's net take home pay based on their regular salary and the worker's compensation benefits received. The receipt of this prorata sick leave does not convert the leave to a paid leave of absence that would entitle the employee to continue to receive paid insurance benefits, but the employer agrees to the health insurance coverage as specified in this

agreement for a period of six (6) consecutive months after the commencement of the worker's compensation leave.

- 9.8 Military Training or Emergency Duty Leave: Employees required to perform active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer.

Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

- 9.9 Funeral Leave: An employee shall be granted up to three (3) consecutive days leave with pay when a death occurs in the employee's immediate family. "Immediate family" shall mean the father, mother, sister, brother, spouse, son, daughter, or parent-in-law of the employee. An employee shall be granted one (1) day of leave with pay when a death occurs to a relative of the employee outside the employee's immediate family (including in-laws), or if the employee is asked to be a pallbearer. An employee shall notify their immediate supervisor of the actual dates of the leave. An additional two (2) days shall be allowed for travel outside a 250 mile radius, and said days shall be deducted from accumulated sick leave.

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

- 9.11 Visitation Leave: At the superintendent's discretion, one (1) visiting day per school year for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which would result in benefits to the Wakefield-Marenisco program. An approved visiting day shall count as a teaching day.

- 9.12 Public Service Leave: A teacher may, at the discretion of the Superintendent, be granted two (2) days without loss of pay for services to the public.
- 9.13 Association Leave: A total of three (3) professional leave days shall be approved by the Superintendent upon request of the President of the Wakefield-Marenisco MEA Chapter to be used by officers for the purpose of attending the MEA Representative Assembly or other Association meetings. Officers of MEA released from regular duties for this purpose will receive pay from the school district for those days for which leave is granted, provided the Association assumes the cost of substitutes.
- 9.14 Educational Sabbatical Leave: Pursuant to Section 12352 of the Revised School Code of MCI 380.1235, teachers who have been employed for seven (7) years may be granted (upon petition) an educational sabbatical leave for one (1) year. Educational sabbatical leave shall be determined by seniority in profession and date of application. No more than two (2) teachers shall leave at one time.
- 9.15 Three (3) days personal leave per year shall be granted for personal business. Unused days may accumulate to a maximum of five (5) days. Except in the case of an emergency, personal leave days may not be used during the first or last five (5) days of the school year or on in-service days scheduled as part of the annual calendar. Notice of intent to use a personal business leave must be submitted at least 24 hours in advance (except in the event of an emergency when a shorter notice is acceptable).
- 9.16 Unpaid Personal Leave of Absence: The Employer may in its discretion grant an employee an unpaid personal leave of absence in instances where no other leave section is applicable. Requests for an unpaid personal leave of absence shall be submitted in writing to the employee's immediate supervisor at least five (5) working days in advance of the date of the requested leave of absence. All requests shall state the reason for the leave and must be signed by the employee. Unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. Leaves of absence under this section will not normally be granted beyond the end of the school year during which the leave commenced, but the Board in its discretion may grant extensions of a leave for periods of up to twelve (12) months. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary and benefits.
- 9.17 Return to Work After Leave of Absence: Employees returning from leaves of absence will be reinstated to the same position the employee held when the leave commenced, or in the event that the position has been eliminated to an equivalent position for which the employee is qualified. If no position is available, the employee will be considered to have been laid off.

- 9.18 Child Care Leave: Upon request, an unpaid leave of absence will be granted to a teacher for child care purposes after the birth of the teacher's child for a period of up to the end of the school year if the leave commences during the first semester. In the event that the leave commences during the second semester, the teacher will be granted leave through the next school year. The Board in its discretion may grant an extension of the leave. The commencement date and return date shall be specified in the grant of the leave of absence. All such leaves shall be without salary and benefits.
- 9.19 Annual leave balances shall be printed on the employee's pay stub.

ARTICLE 10

WORK YEAR, WORK HOURS, AND WORK DAY

- 10.1 The parties recognize that the employees in this contract are professional people, educated and dedicated to the purpose of supplying supervision and possessing mental qualifications necessary for the education of the pupils attending the school and that such employment cannot be encompassed within any regimented schedule of hours or work day. The Board will schedule the professional activities for its teachers and the work which they are expected to do, within the normal school day.
- 10.2 Work Year: Subject to the Board's right to schedule the first day of school, the parties agree the work year shall consist of a one hundred seventy-nine (179) day calendar to be mutually negotiated by the parties. The school year calendar shall be attached to this agreement as Schedule C.
Should the State of Michigan increase the number of required days so that they require more than 179, subsequent calendars shall reflect the new requirement.
- 10.3 Prior to the adoption by the Board of the annual school calendar, a committee of three (3) Board representatives and three (3) Association representatives shall meet each school year to establish the new school calendar by May 15 of that year. If no agreement on the calendar is reached by this date, the parties agree to place this item as the first issue to be negotiated. Duty days are defined as those days when pupils are in attendance, orientation days, institute days authorized by the Department of Education, conference and curriculum days and record days which may occur at mid-year and the close of the school year.
- 10.4 Act of God Days: There shall be no make-up of Act of God days unless mandated to meet the State's hours of instruction requirements.
- 10.5 Work Hours: Teachers shall report ten (10) minutes before the first scheduled class of the day and shall remain for five (5) minutes after the last scheduled class of the day.
- 10.6 When necessary, the length of each school day and/or the length of the school year shall be increased to allow the district to remain in compliance with state mandated requirements (only the minimum amount of time shall be added).
- 10.7 All teachers shall be provided a duty-free lunch period of not less than thirty-four (34) minutes.
- 10.8 Elementary and special teachers shall be guaranteed daily duty-free preparation equal to the time provided for teachers in grades 7-12. Special teachers include the following: special education, music, physical education, Title, and art. The librarian and the counselor shall be provided a minimum of a fifteen (15) minute break during the morning and afternoon each day.

- 10.9 Teachers employed and engaged in instruction in grades 7-12 will have a normal daily teaching load not to exceed six (6) class periods (including study halls) in a seven (7) class period day. The remaining hours of established school work will be used by such teachers, primarily for preparation and grading.
- 10.10 When the District requires or mandates teachers work beyond the normal school day or scheduled duty day, the additional time (whether days, hours or minutes) shall be compensated at the teacher's per diem hourly rate. The additional compensation shall not apply to parent-teacher conferences or one teacher meeting per month during the school year that is scheduled by the administration.
- 10.11 When a teacher is asked to cover for a teacher during his/her preparation time on a day-to-day basis, said teacher shall be compensated fifteen dollars (\$15). Teachers shall also be paid fifteen dollars (\$15), prorated to no less than half, for preparation time lost due to school related functions (i.e. parent meetings, IEP meetings, 504 meetings, and exam schedules).
- 10.12 It is recognized and understood by the Board of Education and the Wakefield-Marenisco Education Association that the Master Agreement allows for preparation time for teachers. It is also recognized by both parties that conditions may necessitate that the Board of Education request that a teacher teach an additional class offering at a time designated as preparation time. Employment of staff will only occur under the following conditions and is intended to address a long term commitment (i.e. a full semester):
- a. The affected teachers volunteer to do so, without duress;
 - b. Teachers will receive their regular salary plus per diem pay (@ 1/6 his/her daily rate) for each class period taught;
 - c. Any staff asked to teach during their planning period where the assignment is for an entire semester or year must be asked during the spring of the preceding year, except in case of emergency;
 - d. The request is to be made in writing and signed by the teacher, and;
 - e. Selection of teachers will be made on the basis of seniority and certification in the subject of need.

ARTICLE 11

PROTECTION OF TEACHERS

- 11.1 The Board and the school administrative officers agree that they will give reasonable support and assistance to the teacher in the maintenance of discipline in the classroom, elsewhere in the school buildings, on the school grounds, on school sponsored trips, and otherwise as the teacher is performing his/her assigned and related or unrelated duties. The Board further recognizes that the teacher may not fairly be expected to assume the responsibility for emotionally disturbed students, nor to be charged with responsibility for psychotherapy. It shall be the duty of the teacher(s) concerned to advise the building principal and the superintendent concerning a pupil who seemingly may be having difficulty making educational, social or psychological adjustment(s) to his individual learning situation. Whenever it appears that such a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, either temporarily or permanently as the individual situation may require.
- 11.2 Any case of assault upon a teacher on school property, or by a student anywhere, or by a parent anywhere when related to a school situation, shall be reported promptly by the teacher to the building principal and superintendent. A teacher may use such force as is necessary to protect himself/herself or a student from injury in case of such assault. The Board shall also render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- 11.3 If any teacher is complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 11.4 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's accumulated leave time.
- 11.5 If loss, damage or destruction of clothing or personal property of a teacher shall result from any of the incidents or conditions described in this article, the Board will assist the teacher in obtaining financial compensation from the parents of the pupil or pupils involved. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board within the extent of liability imposed by the Michigan Worker's Compensation Act, and income will be maintained as detailed in Article 9, Leaves of Absence.

- 11.6 No complaint arising from a teacher's performance of duties as an employee of the Wakefield-Marenisco Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
- a. Within five (5) working days of the alleged incident which leads to the complaint, the complaint shall be reduced to writing, signed by the complainant and submitted to the administration. A copy of the complaint shall be provided to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting, the Board shall immediately stop the complainant to assure the rights of the teacher under Michigan's Open Meeting Act have been protected. The complaint shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
 - b. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher at which the parties (i.e. teacher and complainant) may be brought together.
 - c. The teacher shall have the right to issue a written response to the administration.
 - d. Following an investigation of the complaint, if the administration determines that the complaint is not valid, a written statement of such finding shall be provided to the teacher signed by the superintendent.
 - e. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.
- 11.7 A teacher shall have the option of requiring twenty-four (24) hours notice prior to discussing a complaint against him/her with the employer. It shall be the teacher's prerogative to be accompanied and advised by his/her legal counsel or an Association representative at any such discussion.
- 11.8 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for any damage or loss to person or property except in the case of intentional acts (subject to proof), gross negligence or gross neglect of duty as defined in the Michigan School Code, and after due process of the law.
- 11.9 The school district has heretofore and will continue to carry a public liability insurance policy to protect it and its teaching personnel and employees from liability for any school or school activity connected accident or responsibility.

11.10 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in the matter of control and discipline in the classroom. The employees recognize, however, that the primary responsibility for such control and discipline remains with the teachers and that their actions and methods shall be reasonable and just and in accordance with established Board policy. The teacher is expected to maintain reasonable control and discipline, but if an incident is of a nature serious enough, in the opinion of the teacher, to require further study or decision, the teacher shall immediately report the same to his/her principal. The principal shall advise the teacher of his/her disposition of such incident and the discipline inflicted, if any.

ARTICLE 12

TEACHING CONDITIONS

- 12.1 Teachers shall not be expected or required to perform duties that fall within the job description and scope of duties performed by support staff members. Such needs shall be reported to the building principal who will arrange for necessary services to be performed as soon as possible. Teachers will be responsible for the general pick-up of their rooms and the teachers' lounge.
- 12.2 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the major responsibility of the teacher is to teach the child and that the organization of the school and the school day should be so directed as to promote maximum achievement of this goal within the realities of practicality.
- a. The Board agrees to make a continuing effort not to exceed a ratio of 20 to 1 for developmental kindergarten, pre-kindergarten, and kindergarten classes or the state recommended standards in pupil-teacher ratios of 25 to 1. In arriving at class size, due consideration will be given to such factors as the availability of qualified teachers and the funds with which to increase the teaching staff, growth in the number of pupils to be served, the limitations of school facilities and space, the desirability of providing specialized instruction through lectures or audio-visual instruction and similar considerations.
 - b. The parties recognize that appropriate equipment and materials are essential tools of the teaching profession. Any teacher or group of teachers having similar assignments, interests or needs (such as a group of teachers who are teaching the same grade or who are members of the same department) will confer with each other and with the appropriate administrative personnel for the purpose of selection and effective use of educational equipment and methods. Such joint decisions will be forwarded to the Board in the form of a recommendation to be implemented.
 - c. The Board agrees in principle that the employment of aides for non-professional duties is desirable and will strive to relieve teachers of cafeteria, patrol, bus, noon hour, and other non-teaching duties when finances and practicality permit. The duty assignment of aides, when available, shall come under the immediate control of building principal.

- 12.3 When a teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. No teacher shall be required to administer medication to a student.
- 12.4 Should inclusive education be considered by the District, all teaching conditions shall be bargained prior to implementation.
- 12.5 If the Wakefield-Marenisco School District enters into shared programming with another district, the following agreement shall be adopted:
- a. A shared program, including distance learning, is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district but does not include teachers whose employment involves teaching classes in two (2) or more school districts (i.e. Irv Mattson's former Wakefield/Marenisco status).
 - b. "Host District" will be the school district in which a specific shared program class is being offered.
 - c. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class or who receive a distance learning class originating in another district.
 - d. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.
 - e. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district(s) shall be mutually agreed upon prior to students enrolling in the classes.
 - f. Prerequisites in the host district for student enrollment in class shall also be a prerequisite for students enrolling in the class from the itinerant district.

ARTICLE 13

TEACHER EVALUATION

The Wakefield-Marenisco Education Association and the Wakefield-Marenisco School District heretofore agree to suspend Article 13 for one year. For the 2010-2011 school year, an alternate evaluation system will be tested. (See Letter of Agreement and Evaluation Model attached.) The Letter of Agreement may only be extended beyond June 30, 2011 with the agreement of both parties. Lacking an agreement, Article 13 is removed from suspension and the parties shall meet to negotiate necessary changes reflecting State law.

- 13.1 Evaluation Procedures: The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals:
- a. Teachers shall be evaluated in accordance with the requirements of the Michigan Teacher Tenure Act.
 - b. Probationary teachers shall be observed for the purposes of evaluation at least twice during the school year at least sixty (60) days apart. These observations shall occur at least one (1) month following a teacher's commencement of service and not later than ninety (90) days prior to the end of the probationary year. Tenure teachers shall be observed for the purposes of evaluation at least once every three (3) years. After the initial pre-observation conference and observation, an observation may be conducted at any time, except where deficiencies have been noted. In such case a second observation will not occur before one (1) week has passed.
 - c. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator who shall be designated by the Board or superintendent. Prior to any formal observation, the evaluator shall hold a pre-observation conference to review lesson plans and the goals and objectives to be observed on the day of the evaluation.
 - d. All monitoring or observation of the work of a teacher shall be conducted openly. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes in the elementary school and in the high school. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
 - e. Each observation of thirty (30) minutes or more that will be used for a written evaluation to become part of a teacher's file shall be reduced to writing and copy given to the teacher within five (5) working days of the evaluation. In the event that a teacher feels his/her evaluation was

incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.

- f. Each observation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for the purposes of clarifying the written report. This conference will take place within five (5) work days of the observation.
- g. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- h. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated by being given a written copy of the evaluation instrument. The evaluation instrument shall provide a section to rate the overall performance of the teacher as “satisfactory” or “unsatisfactory.”
- i. No later than May 1 of each probationary year, a written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association.
- j. When the administration and teacher mutually agree that a specific assignment is unusual or more difficult than an ordinary assignment, the principal in charge as the supervisor will consider the unusual circumstances when evaluating the teacher. Unusual circumstances would include extraordinary size of a class, uncommon composition of a specific class, with large numbers of learning disabled, or receiving an assignment unrelated to a teacher’s training.
- k. Tenured teachers shall be evaluated at least once every three (3) years. Supervising personnel are charged with making observations and written evaluations of tenure teachers before the third week of April. When, in the opinion of the administration, a teacher on tenure has ceased to perform his/her duties in a satisfactory manner, the following steps will be taken:
 - 1. The teacher shall be notified in writing that his/her work is unsatisfactory. The areas causing dissatisfaction shall be listed with suggested steps to be taken by the teacher to improve.

2. At the beginning of the next school year, the administration and the teacher will jointly develop an Individualized Development Program which will be based on the areas identified in Step 1 above.
 3. The evaluator will schedule a minimum of two (2) observations, one (1) each semester, in order to evaluate progress in the areas of deficiency.
 4. At the end of the observation period, a comprehensive written evaluation will be provided by the evaluator to the teacher. Said evaluation shall include an assessment of the teacher's progress toward meeting the goals of the IDP.
 5. If no attempt has been made by the teacher to correct existing weaknesses, the superintendent may, at his/her discretion, file formal charges with the Board, providing that in no case shall such charges be filed less than sixty (60) days before the close of the school year.
 6. If formal charges are filed, procedures shall follow the tenure law.
- l. If an administrator fails to evaluate a teacher as deemed by the tenure law and this agreement, that teacher's performance shall be considered satisfactory.
 - m. Bargaining unit members shall be evaluated utilizing the criteria established on the evaluation instrument.

ARTICLE 14

TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

- 14.1 Whenever a vacancy for any reason occurs in a teaching position during a school year necessitating it be filled as soon as practicable, that vacancy shall be filled by the Board of Education for the remainder of the school year by appointment, transfer or a substitute teacher. If the position is temporarily filled by a substitute, the position will then be posted in the prescribed manner.
- 14.2 If a teacher is employed as a substitute teacher with an assignment to one (1) specific teaching position, then after sixty (60) days of service in that assignment the teacher shall be granted for the duration of that assignment leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district. This section does not apply to a substitute teacher who is contracted or employed by a person or entity that contracts with a school district or intermediate school district pursuant to Section 380.1236a of the School Code.
- 14.3 At least ten (10) days before the end of the school year, a vacancy under 14.1 above will become a permanent vacancy and notice of such vacancy and all other vacancies in permanent teaching positions for the ensuing year will be posted on office bulletin boards in all schools in the district. The vacancies posted will not be filled for at least ten (10) days subsequent to the posting.
- 14.4 Any teacher under contract with the District, having the proper certificate and experience, may apply for such position.
- 14.5 Vacancies shall be filled on a seniority basis, providing the applicant is certified and qualified for the position. In the event that seniority and certification are equal for two or more applicants, then evaluations and ability shall be considered.
- 14.6 In an emergency the Board may temporarily transfer any teacher to the position it deems proper and necessary for the proper functioning of the school system.
- 14.7 No teacher will be transferred outside his/her area of certification and qualification except temporarily and for good reason.
- 14.8 All teachers currently assigned will be notified of their subject, grade and building assignment for the following year prior to being presented with an individual contract or June 1, whichever shall be first, and if subsequent changes become necessary, the teacher concerned shall be notified immediately, and if so desired by the teacher, released from his/her individual contract, providing release is requested within ten (10) days of notification.

- 14.9 Vacancies occurring during summer vacations will be posted as in 14.3 above, and also mailed to the home address of interested Association members. It shall be the responsibility of Association members to notify the superintendent if they are interested in receiving notice of vacancies and provide an address at which they wish to receive mailings.
- 14.10 The Board shall post annually any vacant position covered under the extra duty schedule. Bargaining unit members shall be given equal consideration if qualified to fill the position.

ARTICLE 15

REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- 15.1 For purposes of this article, seniority shall be defined as the length of continuous teaching service as a member of the bargaining unit in the Wakefield-Marenisco School District, former Wakefield School District, or former Marenisco School District. Continuous service shall not be broken as a result of layoff, but seniority shall not accrue while a bargaining unit member is on layoff.
- 15.2 In cases requiring a necessary reduction of the teacher, such reduction will be by seniority. Laid off staff will be given a copy of the complete recall procedure at the time they receive their layoff notice. A reduction in hours shall be considered as a layoff governed by this article.
- 15.3 The Board shall determine the number of positions and the specific positions to be eliminated and shall so notify the Association and the affected teachers in writing.
- 15.4 A teacher whose position has been eliminated or whose hours have been reduced shall be entitled to displace (bump) a teacher with less seniority provided:
- a. The teacher is certified and qualified (as required by the ESEA) to teach the class of the teacher being bumped.
 - b. The laid off or reduced teacher has an equal or greater number of hours in their regular schedule than the teacher to be bumped.
 - c. The laid off or reduced teacher elects to exercise their bumping rights with five (5) work days of notification of their layoff or reduction.
 - d. A teacher who has been displaced (bumped) under this section is also entitled to the bumping rights addressed in Sections a-c above.
 - e. A teacher may elect to accept a layoff rather than exercising his/her right to bump.
- 15.5 No teacher shall be laid off pursuant to necessary reduction in personnel unless they have been notified of said layoff by May 1st.
- 15.6 After the date of layoff, teachers will be recalled to positions consistent with their certification and major/minor(s), beginning with the most senior employee. The recall shall also be subject to the requirements of the ESEA.
- 15.7 Recall will be by written certified letter, return receipt requested, to the employee's last known address on file with the Business Office. A teacher shall

be minimally subject to recall for the greater of two (2) years or a period of time equal to the number of years the teacher has been employed by the Wakefield-Marenisco School District, including time served with the former Marenisco and Wakefield School Districts.

- 15.8 In the event of layoff, the Board will furnish, upon request of the discharged teacher, a full report of the latter's competence to the end that separated personnel may be assisted in obtaining another teaching position.
- 15.9 No new employees shall be hired for bargaining unit positions while a laid off employee can meet the requirements of the position.
- 15.10 All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority and sick leave accumulated as of the effective date of layoff.
- 15.11 Teachers who have completed a full year's service to the district and who have received a termination of employment notice at the end of the school year shall, based on their enrollment in and the date they began to receive the benefits program, continue to receive all fringe benefits as specified in the current contract for a full twelve (12) month period.
- 15.12 When obtaining substitutes, principals will make an effort to provide those teachers who are both on layoff and on the substitute list with as many days as possible. Principals will always attempt to secure substitutes best qualified for the specific assignment.

ARTICLE 16

SCHOOL IMPROVEMENT/ESEA

- 16.1 Since pupils are entitled to be taught by teachers who are working within their area of competence and qualifications, teachers shall be assigned within the scope of their teaching certificates and according to the qualification requirements for teaching positions established by the Board and in compliance with the requirements to assign “highly qualified” teachers to teaching positions pursuant to the requirements of the No Child Left Behind Act of 2001, 20 USC §6301, et seq, as amended, and its implementing regulations.
- 16.2 It is a teacher’s responsibility to file all certificates, endorsements, or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive.
- 16.3 All teachers shall provide written notice to the District and Association of any change to his/her certificates, endorsements, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, expirations, revocations, and any limitations thereon.
- 16.4 The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans.
- 16.5 When any school improvement meeting occurs on a scheduled duty day, attendance shall be mandatory unless the teacher has been excused by the administration. School improvement meetings scheduled beyond the regular work day or year shall be voluntary on the part of the teachers.
- 16.6 The Master Agreement may not be modified in whole, or in part, by the SIP Committee, except by mutual, written agreement by the Association and the Board.
- 16.7 In the event that the Wakefield-Marenisco School District receives a State Report showing that the school district made AYP, every member of the WMEA shall receive a merit bonus of \$100 on their following paycheck.
- 16.8 In the event that ninety-two percent (92%) or more of all Wakefield-Marenisco School District students who are tested score at or above levels 1 and 2 in all subject areas on all MEAP assessments in any given year, every member of the WMEA shall receive a merit bonus of \$200 on their paycheck for the pay period which starts the day after all assessment data has been received by the District.

ARTICLE 17

STUDENT TEACHERS/MENTOR TEACHERS

- 17.1 Student Teachers: When a student teacher or intern is accepted in this system, conditions and terms under which supervisors will work shall be as follows:
- a. No teacher will be summarily assigned a student teacher or intern without his/her approval.
 - b. Supervisory teachers shall receive the designated stipend from the placing university.
 - c. The Association agrees to accept student teachers and interns as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
- 17.2 Mentor Teachers:
- a. The employer shall be responsible for providing a mentor to all new teachers who are in their first three (3) years of classroom teaching.
 - b. Tenured teachers may volunteer to serve as a mentor, but no teacher will be required to accept assignment by the employer as a mentor to a new teacher.
 - c. Tenured teachers who volunteer to serve as a mentor to a new teacher understand that they are agreeing to a three (3) year commitment.
 - d. When possible, the mentor teacher and the probationary teacher should have a common preparatory program and teach in similar fields.
 - e. Neither the mentor teacher nor the probationary teacher shall be able to participate in any matter in the evaluation of the other.
 - f. Mentor teachers shall receive a stipend of \$150 per year.

ARTICLE 18

INSURANCES

- 18.1 For the 2010-2013 contract years, the Board shall make available the following insurance coverages for teachers: MESSA Choices II PAK as indicated below:

PAK A for employees electing health insurance:

- Health Choices II, \$500-\$1,000 deductible, \$10/\$20 drug card, and \$20 office visit
- Negotiated Life \$45,000 AD&D
- Vision VSP-3 plus
- Delta Dental 100:90/90/90 \$1,500 (\$1,000 maximum Class I, II & III)

PAK B for employees NOT electing health insurance:

- Negotiated Life \$45,000 AD&D
- Vision VSP-3 plus
- Delta Dental 100:90/90/90 \$1,500 (\$1,000 maximum Class I, II & III)

- 18.2 Beginning once the insurance change for the 2010-2011 has been effected, the District shall provide fully paid insurance to full time bargaining unit members, prorated for part-time members, through June 30, 2011. Beginning July 1, 2011, all insurance increases shall be shared 50 - 50 between the District and the Association. The Association shall reserve the right to move money from Schedule A to cover their share of the cost of increases.
- 18.3 Any teacher contributions toward the premiums for the coverages specified in PAK A or PAK B above shall be deducted directly from the teacher's pay via a pre-tax IRS Section 125 salary reduction plan.
- 18.4 Employees not electing health insurance coverage shall select MESSA PAK B and shall receive a cash in lieu of insurance option of \$500 per month toward the purchase of MESSA nontaxable fixed and/or variable option program, and/or the nontaxable MEAFS insurance, annuities and/or other programs.
- 18.5 The teacher who works less than a full day, as defined herein, shall receive a prorated amount of the maximum rates applicable to the teacher based upon hours worked.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- 19.1 Each school will have designated areas, apart from the students, for use as teachers' lavatory and teachers' lounge.
- 19.2 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 19.3 If any provision of this agreement or the application thereof to any employee or group of employees shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.
- 19.4 Material of a political nature which endorses or opposes a political issue or candidate for public office may not be so distributed or posted.
- 19.5 Any teacher who gives up their lunch period to monitor students shall be given compensatory time at the rate of one day for every ten lunch periods worked. Instructional staff members may earn a total of three (3) comp days per year. Any extra time earned above and beyond the three (3) comp days shall be either paid to the teacher at the rate of \$7.00 per lunch period or, for every ten periods worked, they may receive an additional sick leave day, at the teacher's discretion.
- 19.6 For all SBCEU's taken after July 1, 2010, if the SBCEU's are pre-approved and equivalent to graduate credit, they will apply for lane movement on the salary schedule (3 SBCEU's = 1 graduate credit).

ARTICLE 20

DURATION OF AGREEMENT

- 20.1 This Agreement shall be effective July 1, 2010 and shall continue in full force through June 30, 2013.
- 20.2 Contract provisions concerning items of mutual concern may, by mutual consent of the parties, be reopened for renegotiation at any time during the term of this contract.
- 20.3 It is the intent of the parties to bind the Association and all local officers and representatives of the Association, all teachers as defined herein, the Board, its officers and representatives, to observe and adhere to the terms of this Agreement.
- 20.4 If any provision of this Agreement or the application thereof shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed the ____ day of _____, 2010.

WAKEFIELD-MARENISCO
EDUCATION ASSOCIATION

WAKEFIELD-MARENISCO
SCHOOL DISTRICT
BOARD OF EDUCATION

President

President

Secretary

Secretary

Superintendent

SCHEDULE A
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION
Salary Schedule
2010-11

STEP	BA	BA+24	MA	MA + 20
0	33,243	34,507	35,537	36,567
1	36,020	37,373	38,403	39,433
2	37,679	39,076	40,106	41,136
3	39,340	40,780	41,810	42,840
4	41,000	42,482	43,512	44,542
5	42,660	44,186	45,216	46,246
6	44,319	45,890	46,920	47,950
7	45,978	47,593	48,623	49,653
8	47,639	49,296	50,326	51,356
9	49,299	50,999	52,029	53,059
10	50,958	52,702	53,732	54,762
11	52,618	54,406	55,436	56,466
12	54,535	56,365	57,395	58,425
16	55,378	57,221	58,251	59,281
20	56,220	58,077	59,107	60,137

(Where applicable, teachers shall move one (1) step on the salary schedule each year.)

A.1 Teachers shall be provided the option of direct deposit for his/her payroll check.

For 2011-2012, the WMEA proposes a 2.5% increase in the salary schedule. Should the student foundation grant be reduced by more than \$25 per student from the 2010-2011 student foundation grant, the salary schedule will increase by only 2%.

Step 24 will be added with an increase equivalent to the step difference of Steps 16 and 20.

For 2012-2013, the WMEA proposes a 2.5% increase in the salary schedule. Should the student foundation grant be reduced by more than \$25 per student from the 2011-2012 student foundation grant, the salary schedule will increase by only 2%.

SCHEDULE B

WAKEFIELD-MARENISCO EDUCATION ASSOCIATION SENIORITY LIST

As per article XIV, D and Article XVI of the Master Agreement, the following lists the seniority based upon the length of actual service at the Wakefield-Marenisco School District of all W-M EA bargaining unit members, including 1 year seniority for military service.

Teacher	Date of Hire	Years of Service
Miller, Jayne	1/16/1984	26.5
Charles, Jackie	8/16/1984	26
Strelcheck, Paulette	8/31/1987	23
Noyes, Connie	8/29/1988	22
Marzari, Mary Ann	7/16/1989	21
Spaete, Susan	10/15/1990	19
Toomey, Mary	8/26/1991	19
Geldon, Sue	11/22/1991	18
Niemi, Stella	8/24/1992	18
Bachand, Pam	8/15/1994	17
Lane, Mark	7/27/1998	13
Makela, Kathy	6/28/1999	11
Makela, Brandon	7/19/1999	10
Steiger, Brenda	8/21/2002	5.06
Billie, Elizabeth	5/19/2008	2
Genisot, Sandra	4/20/2009	1
Erhart, Laura	6/15/2009	1
Adams, Katherine	7/12/2010	0
Grotberg, Bridget	7/26/2010	0
Moore, Joel	7/26/2010	0
Gustafson, Jason	8/16/2010	0
Lehto, Justin	9/7/2010	0

Effective 9/1/2010

SCHEDULE C
Wakefield-Marenisco School District
2010-2011 Calendar

September	7	School Begins - Two hour delay for students
October	11	Parent Teacher Conference - 1:00 to 4:00 & 5:00 to 7:30 - Early dismissal for students
November	5	End of First Marking Period
	15	No School - Autumn Holiday
	24	Early Release - Thanksgiving Break
	25	No School - Thanksgiving Break
	26	No School - Thanksgiving Break
December	17	Winter break begins @ 3:13 p.m.
January	3	Classes Resume
	21	End of First Semester - Second Marking Period - Early dismissal for students
February	18	Teacher Area Wide In Service - No school for students
	21	No School - President's Day
March	18	Early Release
April	1	End of third marking period - Spring Break Begins at 3:13 p.m.
	11	Classes Resume
	22	No School - Easter Break Begins
	26	Classes Resume
May	27	Graduation 2011 @ 6:00 p.m.
	30	No School - Memorial Day
June	8-	
	10	Second Semester Exams
	10	Early dismissal for students - Last Day of School - End of Second Semester/Fourth Marking Period

SCHEDULE D
EXTRA DUTY SCHEDULE

All payments for extra duty services will be made upon the completion of those services in a lump sum payment. In addition to the basic salary schedule, teachers who are hired for extra duty positions shall receive as follows:

Code Number	Activity	2010-2011
Athletics:		
1	Head, varsity football	\$4,230
2	Assistant, varsity football	1,947
3	Assistant freshmen football	1,493
4	Head, varsity boys basketball	4,230
5	Head, varsity girls basketball	4,230
6	Assistant, varsity boys basketball	1,947
7	Assistant, varsity girls basketball	1,947
8	Junior high football	1,253
9	Junior high boys basketball	1,253
10	Junior high girls basketball	1,253
11	Freshman basketball	1,493
12	Grade basketball (Saturdays)	797
13	Head, boys track coach	1,753
14	Assistant, track coach	797
15	Head, girls track coach	1,753
16	Baseball (summer)	<i>Inactive</i>
17	Boys tennis coach	1,542
18	Girls tennis coach	1,542
19	Ski team coach	<i>Inactive</i>
20	Volleyball coach *	2,977
21	Assistant, volleyball coach *	1,383
Publications:		
22	Yearbook sponsor	1,303
23	School paper sponsor	545
School Class Sponsorships:		
24	Senior class sponsor	998
25	Junior class sponsor	998
26	Sophomore class sponsor	545
27	Freshmen class sponsor	545
28	Eighth grade sponsor	545
29	Seventh grade sponsor	545
Other:		
30	Head teacher	<i>Inactive</i>
31	Elementary patrol	<i>Inactive</i>

Other, continued

Code Number	Activity	2010-2011
32	Elementary service squad	<i>Inactive</i>
33	Driver Education: if hired internally	\$15.11/hr
34	Homecoming float sponsor	183
35	Cheerleader sponsor	1,239
36	Student council	786
37	Chess Club	<i>Inactive</i>
38	"W" Club	<i>Inactive</i>
39	Extra band appearances **	2,898
40	Choir appearances	786
41	Swing choir	302
42	High school quiz bowl	605
43	Junior high quiz bowl	302
44	Spanish club	317
45	In-service presentation	106
46	Class play	528
47	French club	<i>Inactive</i>
48	Odyssey of the Mind	<i>Inactive</i>
49	Saturday School	102
50	Hourly rate for other activities	Min. wage scale
51	After School Tutoring	\$25/hr
52	After School Detention	\$25/hr
53	Summer School	\$25/hr

SCHEDULE E

WAKEFIELD-MARENISCO SCHOOL DISTRICT
WAKEFIELD-MARENISCO EA GRIEVANCE FORM

Grievance # _____

Submit to Principal in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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LEVEL 1

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

B.2. Relief Sought _____

Grievant Signature Date

Association Signature Date

C. Disposition by Principal _____

Signature of Principal Date

(Level 1, continued)

D. Disposition of the Association _____

Association Signature Date

LEVEL 2

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

Signature of Superintendent Date

C. Disposition of the Association _____

Signature of Association Date

LEVEL 3

A. Date Received by Board of Education _____

B. Disposition by Board _____

Signature of Board Date

(Level 3, continued)

C. Position of the Association _____

Signature of Association Date

LEVEL 4

A. Date Submitted to Arbitration _____
B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date

LETTER OF UNDERSTANDING
BETWEEN
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION
AND
WAKEFIELD-MARENISCO SCHOOL DISTRICT

While Article 18.1 clearly specifies the insurances provided, the intent of this agreement is to allow employees of the School District the opportunity to be provided information on riders available through MESSA concerning drug cards, deductibles and office visit co-pays and to be given a reasonable period of time to coordinate a change between the separate Associations and non-affiliated staff within the School District, given that they are all together in a single PAK.

Hence a meeting date will be established with the MESSA representative to allow for a presentation with as many affected employees as can be in attendance. Following that meeting, the individual Associations will meet and decide if they wish to change coverage's. The non-affiliated staff will have to coordinate with the decisions from the locals.

Should a change be effected, language in the collective bargaining agreement will be changed to reflect the new riders.

For the District

Date

For the Association

Date

LETTER OF AGREEMENT
BETWEEN
WAKEFIELD-MARENISCO SCHOOL DISTRICT
AND
WAKEFIELD-MARENISCO EDUCATION ASSOCIATION

Insofar as the State of Michigan has implemented changes in the law dealing with Teacher Evaluations, the above named parties heretofore agree to the following:

1. Article 13 shall be suspended for one year. For the 2010-2011 school year, an alternate evaluation system will be tested. (See Evaluation Model attached.) The Letter of Agreement may only be extended beyond June 30, 2011 with the agreement of both parties. Lacking an agreement, Article 13 is removed from suspension and the parties shall meet to negotiate necessary changes reflecting State law.

2. All aspects of a teacher's evaluation under the Evaluation Model shall be subject to the grievance procedure. Article 6.5 (d) shall be suspended for the 2010-2011 school year.

For the District

Date

For the Association

Date

EVALUATION MODEL

1. Teachers shall be evaluated in accordance with the requirements of the Michigan Teacher Tenure Act.
2. The evaluation cycle shall be for one school year for both probationary and tenured teachers.
3. The cycle will begin with an initial conference between the teacher and the evaluating administrator within the first twenty (20) school days. The initial conference will be utilized to review the teacher's Individual Professional Growth Plan (IPGP) which will serve as the foundation for the teacher's evaluation in the areas of student growth. A statistical report, based on the District's student growth model in the areas of core class performance, standardized test results, and other District approved assessments will serve in combination with each teacher's IPGP progress to comprise twenty (20) percent of each teacher's yearly comprehensive evaluation.
4. Forty (40) percent of each teacher's yearly evaluation will be a written report that will be a composite of one (1) formal classroom observation for tenured staff and two (2) formal observations for probationary staff and no less than two (2) classroom walkthroughs. If there are three walkthroughs, the teacher, at their discretion, may throw out one walkthrough of their choosing. If there are more than three walkthroughs, the teacher, at their discretion, may throw out as many as they choose, providing three remain. The formal classroom observation will take place no earlier than twenty (20) school days after the first official day of school. A pre-observation conference will be held during which the evaluating administrator and the teacher will discuss the pre-observation planning form. The formal classroom observation will be for a minimum of thirty (30) minutes and will be used to create a teaching staff observation report, which will be provided to the teacher before or during a post-observation conference that will take place within five (5) school days after the observation. The teacher has the right to provide a written response to the teaching staff observation report if he/she deems information recorded by the evaluator as incomplete or unjust. The teaching staff observation report will be used in combination with observation data collected via the walkthroughs to formulate the formal written report.
5. The next thirty (30) percent of each teacher's yearly, comprehensive evaluation will consist of a professional duty component. The tool will be presented and a written copy given, to each teacher prior to the first day of school with students or the first day of said teacher's employment, whichever comes first.
6. The final ten (10) percent of each teacher's annual evaluation will consist of a self-evaluation, the model of which shall be agreed upon by the parties.
7. Each teacher will be presented with a comprehensive evaluation prior to the end of each school year. Probationary staff members will be presented with the comprehensive evaluation prior to May 1 of each year. The comprehensive evaluation will be comprised of the teacher's IPGP and supporting documentation, the formal, written observation report, and the professional duty component tool. All three components will be utilized to rate the overall performance of the teacher as "satisfactory" or "unsatisfactory."
8. When the administration and teacher mutually agree that a specific assignment is unusual or more difficult than an ordinary assignment, the supervisor will consider the unusual circumstances when evaluating the teacher. Unusual circumstances may include but not be limited to a teacher receiving an assignment unrelated to a teacher's licensure, qualifications, training, class size or a teacher having more than five (5) preparatory periods.
9. When, in the opinion of the administration, a teacher on tenure has ceased to perform his/her duties in a satisfactory manner, the following steps will be taken:
 1. The teacher shall be notified in writing that his/her work is unsatisfactory. The areas causing dissatisfaction shall be listed with suggested steps to be taken by the teacher to improve.

2. At the beginning of the next school year, the administration and the teacher will jointly develop an Individualized Development Program which will be based on the areas identified in Step 1 above. The teacher shall have one school year, one evaluation cycle, to show improvement.
 3. If no attempt has been made by the teacher to correct existing unsatisfactory areas by following his/her Individualized Development Program, the superintendent may, at his/her discretion, file formal charges with the Board, providing that in no case shall such charges be filed less than sixty (60) days before the close of the school year.
 4. If formal charges are filed, procedures shall follow the tenure law.
10. If an administrator fails to evaluate a teacher per the Teachers' Tenure Act or as outlined in this model, that teacher's performance shall be deemed satisfactory.

Professional Duty Component - Evaluation Framework

The eight (8) areas of the Professional Duty Component listed below will be the framework for the tool which will be the foundation for the instructional staff member's yearly evaluation in the Professional Duty Component. This component makes up thirty (30) percent of each instructional staff members total yearly evaluation.

The tool will be completed as the academic year proceeds and will be presented to each instructional staff member during the comprehensive evaluation. The comprehensive evaluation will be completed prior to May 1 of each year for probationary staff members and prior to the last day of school for tenured staff.

Areas of Professional Duty/Competencies

Sources of Data/Method of Evaluation

1	Managing Classroom Procedures	Observations + Walkthroughs
2	Managing Student Behavior	SDS Discipline Data / Observations + Walkthroughs
3	Organizing a Proper Learning Environment	Observations + Walkthroughs
4	Communicating Clearly and Effectively	Written communications
5	Engaging Students in Learning	Observations + Walkthroughs
6	Maintaining Accurate Records	IEPs, SAT Referral Process, SDS Attendance Entry, SDS Grade Entry, Red Book Attendance Entry, Teacher-Parent Contact Log, Cell Phone Log, Textbook Inventory, Retake Option Logs
7	Communicating with Parents/Families	IEPs, SAT Referral Process, SDS Data Entry, Teacher-Parent Contact Log, Emails
8	Utilizing Technology	Observations + Walkthroughs

