Master Agreement

Between the

Wexford-Missaukee Intermediate School District

Board of Education

and the

Wexford-Missaukee Professional Association

2010-2012

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Cooperative Agreement

between

THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL BOARD

and

THE WEXFORD-MISSAUKEE PROFESSIONAL FEDERATION 2010-2012

Article I

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, of the Public Employees Relations Act, as amended the District hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.
- B. The Board agrees not to negotiate with any Professional Personnel nor to negotiate with any teacher's organization other than the Wexford-Missaukee Professional Federation (WMPF).
- C. The terms "staff member" or "instructor" when used in this agreement shall refer to all certified, state approved professional and state authorized employees, but excluding administrators, aides, substitutes, adult education and all other employees.

Article II

NEGOTIATION PROCEDURE

The following, and any other pertinent points stated herein are recognized as an agreement between the Wexford-Missaukee Intermediate School Board and the Wexford-Missaukee Professional Federation, and this agreement will be maintained on record in the minutes of the Intermediate School Board meeting at which final action is taken on it. This agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices prior to this agreement, between the Board and the Federation and constitutes the entire agreement between parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- A. Ratification of the agreement follows the negotiation of a tentative agreement between the Wexford-Missaukee Intermediate School District and the WMPF.
- B. That all points mutually agreed upon will become effective on the first contract day of the 2010-2011 school year.
- C. The salary schedules for each school year become effective on the first day of the new school year in August.

Article III

SCHOOL DAY AND CONDITIONS

This agreement shall be conditions for contract employment of all staff members for the school years 2010-11 and 2011-12 with individual contracts of employment issued to those staff members within thirty (30) days from the ratification of this agreement. For this contract the school year will consist of 186 days during the 2010-11 school year and 185 days during the 2011-12 school year. The calendars for each of the school years mentioned above will be mutually agreed upon between the WMPF negotiating committee and the WMISD Board of Education prior to the end of previous school year. Orientation and/or professional development days are determined by the agreed upon yearly calendars.

- A. 1. The Board and the staff recognize the normal day for full-time staff members to be 7 ½ hours. This shall include a duty free lunch period of 40 minutes.
 - Staff time for class and/or report planning and preparation shall be scheduled during the regular work week of not less than 150 minutes per week. Staff will work out the schedule with their immediate supervisor.
 - The Wexford-Missaukee ISD holds open houses, parent/student nights, and advisory committee meetings to foster positive school/community relationships and ensure relevant curriculum development and delivery.
 - These activities are held both during regular staff school hours and sometimes before and after regular staff school hours. WMISD professional staff members are to promote, attend, and participate in these activities.
 - 4. The last student day will be scheduled for students to attend only in the morning, and the afternoon shall be used as a Records Day.
- B. Career Technical Center staff members are expected to interact with prospective employers and/or placement officers at the CTC. CTC teachers are also expected to keep their work areas clean and organized.
 - 1. The employer shall establish specific beginning and ending times for employees to be on duty.
 - 2. Every effort will be made to avoid unnecessary interruptions during classroom time.
 - 3. CTC staff is to plan, schedule, attend and chair their own program advisory committee meetings in accordance with State guidelines and regulations.
- C. Itinerant and non-classroom staff members shall be assigned by their respective directors after consultation on scheduling with their itinerant employee.
- D. Staff members are allowed to leave no sooner than ten (10) minutes after their last students board their busses the days before Thanksgiving, Winter (Christmas) break, Memorial Day, Labor Day and Spring Break.
- E. Provisions in the State Aid Act now require that membership programs hold sessions for a given number of days regardless of snow and other "Act of God" days allowed in the past. Scheduled days of student instruction which are not held due to "Acts of God" may be rescheduled at the discretion of the Board of Education. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

- F. The Administration has considerable confidence in its staff members and Article III is written primarily to protect against the exceptions. All staff members are invited to discuss their individual schedules with their supervisors.
- G. All "School Calendars" shall be set by authorized representatives of WMISD as well as WMPF. Any deviation from the approved calendar must be jointly agreed upon by the WMISD Board, the Superintendent, and the representatives of WMPF.

Article IV

EMPLOYMENT CONDITIONS

- A. Staff members completing requirements making them eligible for advancement on the salary schedule shall have their pay adjusted to that scale the subsequent semester. The employee shall accept the responsibility of notifying the administration of such change in educational status and shall accept the responsibility of providing any documentation or record necessary to assure such change of educational status.
- B. Each teacher shall elect to be paid in twenty-one (21) or twenty-six (26) installments. Failure to notify the bookkeeper, in writing, by August 15 before each school year shall result in the individual being paid in twenty one (21) equal installments.
- C. On or before the first day of each school year, each employee will receive electronic access indicating his or her salary step, seniority level, and number of accumulated sick days as of the end of the previous year.

Article V

ADDITIONAL COMPENSATION

- A. Wexford-Missaukee ISD staff members who, with the prior approval of administration, work additional days shall be compensated at their per diem rate according to the master agreement schedule.
- B. Wexford Missaukee ISD staff members who, with the approval of administration, work additional hours shall be compensated at the hourly rate according to the following formula: The staff member's current salary and degree category divided by 7.5 hours divided by the number of days in the contract (including student contact days, in-service days and orientation days) as described in Article III.
- C. Staff contracted to teach classes of any kind that are outside of the regular school day offerings will administer and correct tests, assign and correct homework, compute and record grades, take and record attendance, and complete other duties assigned by the administration that are consistent with duties assigned to instructors during the regular school day. No additional compensation will be made for the completion of these duties. Instructors working in CTC Exploratory Summer Camps will be paid at the Step 3 BA Degree rate.
- D. Intracurricular Activities

Staff members who sponsor intracurricular organizations related to their program will be compensated if approval is given in advance by the Director and Superintendent. Such organizations are interwoven into the course curriculum and result in direct student supervision and additional responsibilities beyond the normal school day/year.

E. Active advisors of official Career Technical Student Organizations will receive up to a 5% stipend based on the B.A. Base (Step 0) for hours of documented student contact beyond the regularly scheduled school day on the following basis with the advisor schedule approved by the administration. Documentation is to be provided not later than May 15 of the school year.

20-39 Hours	1%
40-59 Hours	2%
60-79 Hours	3%
80-99 Hours	4%
100 + Hours	5%

For the purposes of calculation of hours, advisors who participate in overnight activities may claim a maximum of 16 hours per day. Any hours in a day involving an overnight activity that are regularly scheduled working hours may not be counted in the calculations for advisor's compensation.

- F. Time off is to be arranged in advance between the staff member and his/her Director (e.g. by normally adjusting the staff member's calendar on not less than a half day basis).
- G. Assigned staff mentors will receive up to a 3% stipend on the B.A. Step 0 for hours of documented professional staff mentoring. A minimum of half of all documented hours must occur outside of the regularly scheduled school day. Mentoring time must be pre-approved by the administration. Staff will receive up to a 3% stipend on the B.A. Step 0 for hours of documented staff mentoring on the following schedule if approved by the administration. Documentation is to be provided not later than May 15 of the school year.

20-39 Hours	1%
40-59 Hours	2%
60 + Hours	3%

- H. Any bargaining unit member with 12 or more years of service, who submits an unconditional written resignation on or before 4:00 p.m. on the first Monday of March of the contract year, shall be entitled to receive a payment in the amount of \$1,000. The payment shall be subject to the following:
 - 1. Resignations of qualified bargaining unit members submitted after 4:00 p.m. on the first Monday of March of the contract year shall not entitle the resigning bargaining unit member to any payment under the provisions of this agreement.
 - 2. Payment of the qualified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck within 30 days of receipt of the letter of resignation.
 - 3. Resignations submitted under this provision, must be signed by the bargaining unit member, and designate the date of the resignation as the last professional staff work day of the current contract school year, unless the professional is physically unable to complete the school year and resigns earlier.
- I. The Board may offer a onetime hiring incentive payment for staff. Such compensation is subject to the determination and approval of the Board.
- J. It is understood that Wexford-Missaukee ISD serves the seven public school districts within its geographic boundaries. Staff members seeking to contract with any of the Wexford-Missaukee ISD local school districts for any educational service will consult with their direct supervisor prior to entering into such contracts.

Article VI

MILEAGE AND MEAL REIMBURSEMENT

- A. Mileage Reimbursement: Those Wexford-Missaukee ISD staff members whose approved duties require the use of their personal automobile will be reimbursed at the standard Internal Revenue Service mileage rate and Internal Revenue Service regulations. It shall remain the prerogative of the Board to either pay mileage or otherwise furnish transportation to those staff members whose approved duties require the need of transportation.
- B. Meal Reimbursement: The Board will reimburse staff members for meal expense upon receiving receipts for such expenses up to an average of \$39.00 per day.

Article VII

FRINGE BENEFITS:

1. The Board shall make premium payments for school years 2010-2011 through 2011-2012 on behalf of employees and their eligible dependents toward an employee selected insurance plan that includes mental/nervous covered at 80% if available, chosen by WMPF. No insurance plan shall contain coverage from which the ISD is prohibited from funding under Section 166d of the State School Aid Act. The Board will pay the annual health insurance premiums up to the following amounts:

	<u>Board</u>
Single	\$545.62
Two Person	\$1,223.54
Full family	\$1,359.55

If the premiums exceed these amounts, the employee will pay the difference through payroll deduction. It is understood that full-time employees who work the full school calendar year or more will receive 12 months of insurance commencing September 1 and ending August 31 according to his/her family status.

<u>Health Reimbursement Account:</u> The Board will pay in addition to the annual health insurance premium an amount up to \$1,000 or \$ 2,000 as applicable for a health reimbursement account as follows:

Those electing major medical insurance coverage	Up to \$ 2,000
Those electing Plan B	Up to \$ 1,000

Further, it is understood that any unused health reimbursement account funding reverts back to the board.

2. Employees not electing health insurance coverage as described in part A of this article through the WMISD may select from among the following alternatives:

Plan A. Employees may apply for any of the health insurance options in an amount not to exceed the Board portion of the single subscriber rate described in part A. Any unused amounts of the Board subsidy shall remain with the Board.

Plan B. Employees may elect a tax-sheltered annuity of 90% of the Board portion of the single subscriber rate for health insurance per month.

Employees not electing health insurance coverage as described in part A of this article through the WMISD may select from among the following alternatives:

3. If a husband and a wife are both WMISD staff members, no more than <u>one</u> shall elect health insurance coverage.

- 4. If an employee quits or is terminated during the school year, insurance premiums shall cease at the end of the month of the resignation or termination.
- 5. It shall be the responsibility of the eligible employees to properly enroll in insurance programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.
- B. The Board shall make premium payments, without cost to the employee, toward an 80/60/60 dental plan (\$1000 year max), \$1,000 ortho (lifetime max) (3 type service) dental program for all staff and their dependents.
- C. The Board shall make premium payments, without cost to the employee, toward Long Term Disability Insurance for each employee. The benefits provided by this policy shall begin upon termination of 90 calendar days or the expiration of the employee's sick leave whichever is greater and continued at 60% of salary and shall be guaranteed to the end of the school year in which the employee attains age 65 if continuously disabled.
 - For the purpose of voluntary disability programs, (such as short-term disability), at no time will accumulate sick, personal, or vacation days be used to offset a payable benefit. This provision "freezes" any verbiage an insurance policy contains concerning the use of a subscriber's time off. However, for the elimination period, the employee has the option of using contracted time off to satisfy the chosen option.
- D. The Board shall make premium payments, without cost to the employee, toward a supplemental term life insurance policy for each staff member in the amount of \$25,000 for those selecting health insurance and \$30,000 for those selecting option A or B payment in lieu of health insurance.
- E. The Board shall make premium payments in an amount not to exceed \$17.00 toward a vision plan chosen by WMPF.
- F. A committee of two administrators and two WMPF members will meet once each year if a change of insurance carrier/provider is deemed necessary by either party. The committee will explore insurance options.
- G. Additional protection offered through a primary health insurance provider may be purchased by staff members at their expense. Such additional premiums can be included in payroll deductions.
- H. Employees contracted for less than full time shall have insurance benefits pro-rated.
- I. Upon retirement from WMISD into the Michigan School Employees Retirement System after twelve (12) years of continuous service, a staff member shall be reimbursed at the current daily rate of pay for WMISD substitute teachers per each unused sick day up to a maximum of 120 days.
- J. An IRS Section 125 Plan shall be established which allows for:

PREMIUM CONVERSION

- 1. Medical Insurance Contributions
- 2. Optional Benefits Contributions The Master Section 125 document can be viewed during normal business hours at the administrative office.

Article VIII

LEAVES OF ABSENCE

- A. Paid sick leave will be allocated to each staff member at the rate of nine (9) days per year, beginning with his or her first day of employment. Unused portions of these sick days will accumulate to 125 days for use in subsequent years. Staff members mandated to work during the summer will be allowed to use paid sick leave throughout the entire 200 day period.
 - 1. Employees contracted for less than full-time shall have sick leave pro-rated.
 - 2. To qualify for sick leave a person may be required to present a doctor's statement or a signed self-statement.
 - 3. Illness in the immediate family (spouse, siblings, siblings-in-law, children, grandparents, grandchildren, parents-in-law, parents, stepchildren, and household dependents) can be reason given for use of accumulated sick leave days.
 - 4. Staff members returning from extended paid leave or unpaid sick or maternity leave shall furnish upon request medical evidence of their ability to perform their normal work assignments.
 - 5. All staff personnel working in state mandated 200 day programs shall receive one additional sick days per year.
- B. Each employee shall be entitled up to three (3) personal business days. It is expressly understood that personal business days are to be used only for business that cannot be arranged outside of the work day. Employees contracted for less than full time shall have personal business leave pro-rated.
 - 1. Written application will be made by the employee not less than 24 hours in advance and be approved by the appropriate Director and Superintendent.
 - 2. If the urgency of the requested absence does not allow 24 hours advance time or presentation of a written request, verbal approval of the appropriate Director may be given and the on line request may be completed immediately upon return.
 - 3. Personal business days are not cumulative. Unused days shall be reimbursed at the end of the school year at the rate of ½ of daily substitute pay.
 - 4. Jury duty shall not be counted against any other leaves providing the staff member serving jury duty relinquishes their per diem pay, not including mileage, to the Intermediate School District. Upon receipt of jury stipend, the staff member is entitled to draw his or her regular pay.
- C. If an employee terminates employment, takes an unpaid leave or does not work the entire year for some other reason, sick days and personal business days will be prorated.
- D. A leave of absence of up to one year may be granted to staff members for the purpose of engaging in full-time professional study to earn college credit or for work experience in a related career area outside of teaching.
 - 1. A staff member desiring to participate in a developmental leave program shall submit an application to the Board through his or her immediate supervisor and the Superintendent on or before April 1 for a leave to begin the following school year. Leaves for the following school year shall be

approved or rejected no later than May 15. A staff member upon return shall be restored to his or her former position or to a position of like nature and status and shall be placed at a position on the salary schedule one step above the previous level at which he or she was paid.

- 2. A leave of absence for less than one year may be granted to staff members for the purpose stated above upon Board approval.
- 3. All courses/workshops for credit toward a degree shall be at the employee's expense.
- E. The Board, being interested in the health of its staff members, shall receive through the Superintendent upon confirmation of pregnancy a statement of pregnancy from the staff member's doctor which shall include projected dates of pregnancy and a statement or statements of how long the staff member will be able to continue her specific employment activities. It is understood the foregoing shall be required whether the teacher opts for sick leave benefits or maternity leave without pay as hereinafter specified. A maternity leave shall be available to female staff members who are pregnant upon the following conditions.
 - 1. At least thirty (30) days prior to the beginning of the leave a staff member may apply to the Board.
 - 2. The application shall be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the staff member may be a factor in final determination of the beginning and/or ending date of the leave.
 - 3. The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester, or marking period except the same shall not be in conflict with the doctor's statement of health.
 - 4. The Board may grant up to one school year of maternity leave renewable at the discretion of the Board.
 - 5. Any maternity leave granted will be without pay, however, the staff member, upon return from the leave, shall have all previous benefits of this contract restored to her, but shall not accumulate any benefits while on such a leave.
 - 6. The provisions of a maternity leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract except the Board shall not be required to give notice of layoff for the duration of the maternity leave.
 - 7. If a staff member does not return upon the expiration of the leave, he or she shall conclusively be deemed to have resigned.
 - 8. Staff members may make written application for extension of the maternity leave subject to the provisions of the initial request.
 - 9. The Board reserves the right to approve accelerated termination of maternity leave on the basis of each individual case.
- F. Paternity and/or adoptive leave may be granted to any staff member using the same general provisions, except the medical factors, as outlined in the above Maternity Leave section.

- G. Funeral leave up to three (3) days will not be charged against sick leave time if used for immediate family. Other funeral leave will be charged against sick leave or personal business days.
- H. Four (4) days annually shall be available to the Federation for Federation business. No single staff member shall use more than two (2) of the available days in any single year. The Federation will reimburse the employer for the cost of a substitute teacher, if one is determined by the employer to be necessary.
- I. Leaves, not addressed by preceding sections, may be granted at the discretion of the Board.

Article IX

EMPLOYMENT POSTINGS

Any available full or part-time position with the ISD will be posted for all employees 7 calendar days before the position is permanently filled. Positions will be posted on the WMISD website and distributed via email to all employees. Postings will be mailed via US postal service to all staff members if positions become available during summer vacation periods.

Article X

GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance is a claim by a staff member that there has been an <u>alleged</u> violation, misrepresentation, or misapplication of any provision of this agreement or any established written policy. It is expressly understood that the evaluation of the professional staff, and the criteria used to evaluate the professional staff, are not subject to the grievance and arbitration procedure. Also, termination or non-renewal of probationary teachers and any matter for which the aggrieved teacher has recourse under state and federal statutes, including, but not limited to, matters for which recourse is available under the Teacher's Tenure Act are matters which may not be grieved.
- 2. The term "days" when used in this section shall mean contracted school calendar work days except when otherwise indicated.
- 3. The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to the problems of the parties involved.

B. Rights to Representation

Any professional staff member may be represented at all meetings and hearings at all steps and stages of the grievance procedure by a Federation Representative or by a MFT Advocate. The Federation has the right to be present and state its views at all stages of the grievance process.

C. Grievance Procedure

1. Step One - Informal Grievance Procedure (Oral Level):

In the event that a staff member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Immediate Supervisor within five (5) days of the event, omission, or discovery thereof, of the issue causing the grievance. In all contacts the aggrieved member at his/her discretion, may be accompanied by a staff member appointed by, and functioning as, a representative of the Federation.

- 2. Step Two Filing of a Grievance (Written Level)
 - A. If the alleged violation is not resolved in Step One, the aggrieved member(s) or Federation Representative must invoke the formal grievance procedure on the Grievance Form set forth in the Appendix of this Agreement within five (5) days of the informal grievance meeting.
 - B. The Grievance Form shall be labeled as the formal grievance. The formal grievance shall contain:
 - (1) the signature(s) of the aggrieved member(s) and/or Federation Representative;
 - (2) a brief and specific synopsis of the facts giving rise to the alleged violation:
 - (3) citation of the Article(s), Section(s) or Subsection(s) of this Agreement or other written policy alleged to have been violated;
 - (4) the date of the alleged violation and/or the date of discovery;
 - (5) the specified relief requested.

- C. Any Formal Grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- D. The grievance must be signed by the Federation member initiating the grievance, and submitted to his/her Immediate Supervisor, chair of the WMPF Grievance Committee, Program Director, and Superintendent. This written complaint must be filed within five (5) days of Step One.
- E. New grounds may not be added to the grievance after it is in written form.
- 3. <u>Step Three</u> Formal Grievance Procedure (Director Level):

The Program Director has five (5) days to meet with the Federation and the aggrieved staff member and attempt to resolve the alleged grievance. The Program Director will submit a written resolution to the Federation no later than five (5) days after the conclusion of the meeting. If the Federation is still not satisfied, the Federation may appeal the matter to the Superintendent in writing, within five (5) days from the receipt of the written decision of the Program Director.

4. <u>Step Four</u> – Formal Grievance Procedure (Superintendent Level):

Within five (5) days of receipt of the appeal from the Federation, the Superintendent shall meet with the Federation in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Federation.

5. <u>Step Five</u> – Formal Grievance Procedure (Board of Education Level):

If the Federation is not satisfied with the disposition of the grievance by the Superintendent, the Federation may appeal to the Board. The Federation has five (5) days to file a written copy of the disposition with the Secretary or other designee of the Board. The Board, no later than its next regular meeting, or within twenty-five (25) days, whichever shall be later, shall meet with the Federation on the grievance. Disposition of the grievance in writing to the Federation by the Board shall be no later than five (5) days thereafter.

6. <u>Step Six</u> – Formal Grievance Procedure (Internal Arbitration Level):

If the Federation is not satisfied with the disposition of the grievance by the Board, the Federation has five (5) days to request Internal Arbitration. An Internal Arbitration shall consist of: two (2) WMPF members and two (2) Board members (any of whom could have a designated substitute). The Internal Arbitration Team has five (5) days from the request of arbitration to render a written decision. The Internal Arbitration shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the Internal Arbitration. A "decision" consists of a majority of the panel voting in one way. If the panel evenly split, the decision made at Step 5 is not overturned.

7. <u>Step Seven</u> - Formal Grievance Procedure (Binding Arbitration Level)

An arbitrated grievance not settled in Step Six of the Grievance Procedure may be subjected to Independent Arbitration. Notice of Intent to pursue Independent Arbitration shall be given by the President of the Federation to the President of the Board in writing within five (5) days of Step Six.

A. Within five (5) days after written notice to seek Independent Arbitration is given, a meeting shall be held between the President of the Federation and the President of the Board to select an Independent Arbitrator.

- B. If the parties cannot agree upon an arbitrator at this meeting, a joint request for a panel of arbitrators shall be made to the American Arbitration Federation in accordance with their rules. The Arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. The loser shall pay for arbitration expenses.
- C. The decision to seek remedy with Binding Arbitration rests solely with the Federation.
- D. Neither party may raise a new defense or ground at Step Six not previously raised or disclosed at other written levels.
- E. A copy of the current rules of the American Arbitration Federation will be provided to the Superintendent by the Federation.
- F. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - (2) He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - (3) He shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (4) He shall have no power to interpret state or federal law and regulations.
 - (5) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

D. General Principles

- 1. Both parties agree that these proceedings shall be kept confidential during the processing of the grievance, with all grievance communications, documentation and other records having separate files from the personnel files of the participants. There shall be no reprisal of any kind taken against any professional staff member or participant in the procedure set forth hereinafter by reason of such participation.
- 2. A grievance may be withdrawn at any level by the Federation.
- 3. Failure to initiate or process a grievance within the time limits specified shall deem the grievance as withdrawn. If administration fails to respond to a grievance within the time limits specified, the grievance shall move to the next step effective the date the timeline was surpassed.
- 4. The Employer and the Federation shall each bear the full cost for their respective representative counsel in arbitration.
- 5. When grievance hearings are held during duty hours, all persons who are requested to be present at the hearing pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.

- 6. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7. No written grievance shall be resolved without prior notification to the Federation and opportunity given to the Federation to be present.
- 8. The Federation shall have the right to initiate a grievance on behalf of a group of professional staff members.
- 9. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the Grievance Procedure until resolution.
- 10. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

Article XI

SENIORITY AND REDUCTION OF PERSONNEL

- A. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term "seniority" as hereinafter used shall be length of continuous service with the Wexford Missaukee Intermediate School Board of Education as a staff member.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Employees on leave will not accrue seniority during the leave, but will maintain seniority previously accrued. Credit given for outside teaching experience in school districts shall not be considered for purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. Seniority does not accrue if an employee is laid off.

- C. Any staff member who attains Tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority. Staff members not covered by the Tenure Act shall have seniority from the last date of hire.
- D. The Board of Education shall prepare a seniority list by classification based on continuous service in the Intermediate School District and transmit a copy of the same to the last negotiating team on or before the first day of October of each year of the contract. The Federation will then have 30 calendar days to object to the accuracy of the list.
- E. In order to promote an orderly reduction in bargaining unit personnel when the education program and staff is curtailed, the following procedures will be used:
 - 1. Probationary employees will be laid off in inverse order of seniority within each job classification which is affected by the reduction. A probationary employee shall not be laid off unless there is a tenure employee who is certified (where required), or a non-tenure employee who is state approved, authorized, and/or licensed (as applicable) and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is eliminated altogether.
 - 2. If reduction of bargaining unit personnel is still necessary, then tenure and non-tenure employees in the specific positions in classifications being reduced or eliminated shall be laid off in the following order:
 - a. Temporarily state-approved (authorized, licensed, as applicable) or temporarily certificated personnel in inverse order of seniority.
 - b. Fully state-approved or certificated (authorized, licensed, as applicable) personnel in inverse order of seniority.
 - 3. For the purposes of this Article, "classification" shall mean areas of certificate endorsement, approval, or State authorization.

- 4. A tenure or non-tenure employee who is identified for reduction pursuant to this Article has the right to be placed in a bargaining unit position for which he/she has full certification (for positions requiring certification) or state approval (authorization, licensure, as applicable) to fill, as of the time of the layoff, and which is occupied by an employee with less seniority. Any exercise of this right by a bargaining unit member must be within ten (10) days of his or her receipt of a layoff notice.
- 5. Prior to the issuance of layoff notices WMPF will be given an opportunity to make specific recommendations of layoff procedures planned by the District.
- F. The Board shall give written notices to employees laid off pursuant to this Article no later than forty-five (45) days prior to the date that the layoff will be implemented. The above requirement shall apply to initial notification of layoff but shall not apply to displacement of bargaining unit members caused by bumping under Section A.4 of this Article.

G. RECALL PROCEDURE:

- 1. Bargaining unit members on layoff shall be recalled in order of seniority, provided the more senior unit member is certified (for positions requiring certification) or state approved or authorized or licensed (as applicable) to fill the vacant assignment.
- 2. No new personnel shall be employed by the Board to fill vacant bargaining unit positions while there are properly certified (for positions requiring certification) or state approved or authorized of licensed (as applicable) bargaining unit members on layoff status. No probationary employee shall be recalled prior to a tenure or non-tenure employee certified (for positions requiring certification) or approved or authorized or licensed (as applicable) to fill the available assignment, except where they would violate the rights of a bargaining unit member under the Teachers' Tenure Act.
- 3. An employee on layoff status will be considered to have voluntarily terminated his/her employment if:
 - a. He/she fails to respond to a letter of recall within ten (10) calendar days of the date received by indicating intent to return to work by the reporting date specified in the recall notice and reporting for work on that date, unless otherwise excused in advance by the administration.
 - b. A laid off bargaining unit member (with the exception of probationary employees) employed under contract by another Michigan K-12 or Intermediate School District at the time of the recall may properly refuse recall. However, if the bargaining unit member is offered a position by July 1 at WMISD for the ensuing school year, the teacher's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminated.

4. Probationary teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed three (3) years from their effective date of layoff, or their length of service with the District, whichever interval is shorter. At the expiration of the recall period all rights to re-employment are automatically lost. Tenured teachers and other non-tenure bargaining unit members shall remain on the list and shall be eligible for recall for a period not to exceed five (5) years from their effective date of layoff. At the expiration of the recall period all rights to re-employment are automatically lost.

Article XII

A. SALARY SCHEDULES

APPROVED 2010-11 SALARY for 186 Days

STEP	BA DEGREE	Per 7.5 Hours	BA+30/MA	Per 7.5 Hours	BA+60/ MA+30	Per 7.5 Hours
1	\$37,500	\$26.88	\$42,500	\$30.47	\$45,500	\$32.62
2	\$39,156	\$28.07	\$44,156	\$31.65	\$47,156	\$33.80
3	\$40,812	\$29.26	\$45,812	\$32.84	\$48,182	\$34.54
4	\$42,468	\$30.44	\$47,468	\$34.03	\$50,468	\$36.18
5	\$44,124	\$31.63	\$49,124	\$35.21	\$52,124	\$37.36
6	\$45,780	\$32.82	\$50,780	\$36.40	\$53,780	\$38.55
7	\$47,436	\$34.00	\$52,436	\$37.59	\$55,436	\$39.74
8	\$49,092	\$35.19	\$54,092	\$38.78	\$57,092	\$40.93
9	\$50,748	\$36.38	\$55,748	\$39.96	\$58,748	\$42.11
10	\$52,404	\$37.57	\$57,404	\$41.15	\$60,404	\$43.30
11	\$54,060	\$38.75	\$59,060	\$42.34	\$62,060	\$44.49
12	\$55,716	\$39.94	\$60,716	\$43.52	\$63,716	\$45.67
13	\$57,372	\$41.13	\$62,372	\$44.71	\$65,372	\$46.86
14	\$59,028	\$42.31	\$64,028	\$45.90	\$67,028	\$48.05
15	\$60,684	\$43.50	\$65,684	\$47.09	\$68,384	\$49.02
16	\$62,340	\$44.69	\$67,340	\$48.27	\$70,340	\$50.42
17	\$63,996	\$45.88	\$68,996	\$49.46	\$71,996	\$51.61
18	\$65,652	\$47.06	\$70,652	\$50.65	\$73,652	\$52.80
19			\$72,308	\$51.83	\$75,308	\$53.98
20					\$76,964	\$55.17

Note: Bargaining unit members will be placed on this new salary scale under their previous column at the closest (but next highest) salary step from their 2009-10 salary.

APPROVED 2011-12 SALARY for 185 Days

STEP	BA DEGREE	Per 7.5 Hours	BA+30/MA	Per 7.5 Hours	BA+60/ MA+30	Per 7.5 Hours
1	\$37,500	\$27.03	\$42,500	\$30.63	\$45,500	\$32.79
2	\$39,156	\$28.22	\$44,156	\$31.82	\$47,156	\$33.99
3	\$40,812	\$29.41	\$45,812	\$33.02	\$48,182	\$34.73
4	\$42,468	\$30.61	\$47,468	\$34.21	\$50,468	\$36.37
5	\$44,124	\$31.80	\$49,124	\$35.40	\$52,124	\$37.57
6	\$45,780	\$32.99	\$50,780	\$36.60	\$53,780	\$38.76
7	\$47,436	\$34.19	\$52,436	\$37.79	\$55,436	\$39.95
8	\$49,092	\$35.38	\$54,092	\$38.99	\$57,092	\$41.15
9	\$50,748	\$36.58	\$55,748	\$40.18	\$58,748	\$42.34
10	\$52,404	\$37.77	\$57,404	\$41.37	\$60,404	\$43.53
11	\$54,060	\$38.96	\$59,060	\$42.57	\$62,060	\$44.73
12	\$55,716	\$40.16	\$60,716	\$43.76	\$63,716	\$45.92
13	\$57,372	\$41.35	\$62,372	\$44.95	\$65,372	\$47.11
14	\$59,028	\$42.54	\$64,028	\$46.15	\$67,028	\$48.31
15	\$60,684	\$43.74	\$65,684	\$47.34	\$68,384	\$49.29
16	\$62,340	\$44.93	\$67,340	\$48.53	\$70,340	\$50.70
17	\$63,996	\$46.12	\$68,996	\$49.73	\$71,996	\$51.89
18	\$65,652	\$47.32	\$70,652	\$50.92	\$73,652	\$53.08
19			\$72,308	\$52.11	\$75,308	\$54.28
20					\$76,964	\$55.47

- B. College hours credited for increased salary benefits at the BA+30 and MA+30 levels shall only be those graduate semester hours (or the equivalent in term hours) approved by a college or university either as part of a planned course of study toward an advanced degree or to improve skills in the field in which the staff member is employed.
- C. All payroll payments will be issued through direct deposit to an account of the members choosing. No payroll checks will be issued directly to members. Such payment will be made on agreed upon payroll dates.
- D. In addition to above salary schedule, longevity pay will be granted commencing the year following the employee's eleventh year of service to the WMISD. The annual rate of longevity shall be paid according to the following years of service:

12 years through 15 years 2%
16 years through 20 years 2.5%
21 years through 25 years 3%
26 plus years 3.5%

The annual rate of longevity shall be based on the employee's current annual salary. Longevity shall be paid over the number of pay periods elected by the employee for the regular salary payments <u>or</u> in a lump sum the first pay in June. If the payment is to be spread, the employee must notify the business office in writing by August 15.

- E. With the expiration of this agreement, all salaries will be frozen (with no steps earned or given) until a new contract is ratified.
- F. A group of no more than four (4) bargaining unit members and no more than four (4) representatives of the Board will meet to form a Merit Pay Committee in order to meet all relevant state and federal requirement.

Article XIII

PROFESSIONAL STAFF EVALUATION

PHILOSOPHY

THE PHILOSOPHY OF PROFESSIONAL DEVELOPMENT AND EVALUATION IS TO PROVIDE AN ENVIRONMENT THAT ENCOURAGES CONSTRUCTIVE COMMUNICATION AND PROMOTE AN ON-GOING PROCESS OF ENHANCING PROFESSIONAL EFFECTIVENESS WHILE STRIVING FOR EXCELLENCE.

PROFESSIONAL DEVELOPMENT AND EVALUATION PROCESS

The professional development and evaluation process is designed to provide an environment to encourage on-going professional effectiveness while striving for excellence. This process will be carried out consistent with Michigan Tenure Law for both probationary and non-probationary and tenure staff.

The following professional development and evaluation system begins with a definition of effective performance behaviors. These behaviors will be provided to all professional staff in the fall of each school year. They are included to provide a common vocabulary from which to begin to discuss improvement of professional performance and evaluation. It is not expected that individual staff members shall necessarily exhibit all of these behaviors at any given point in time. The list is one tool to use in our goal to strive for excellence.

The professional development and evaluation system consists of the following two components:

A. FORMATIVE COMPONENT

This component emphasizes each individual's striving for excellence. It is an annual ongoing, descriptive, developmental, non-threatening process and will not be utilized as any part of his/her permanent record. It is a collaborative approach with each individual sharing responsibility for improvement.

The following steps define the formative procedures within this component.

Self-evaluation:

A process to be completed by the professional staff member prior to the planning conference indicating areas in which he/she wishes to improve.

- 2. Planning and goal setting conference:
 - a. Review professional development and evaluation process.
 - b. Review self-evaluation with direct supervisor. Professional staff member and direct supervisor establish or review the professional growth plan. The growth plan consists of the following:
 - 1. Goal
 - Expected outcomes
 - 3. Plan of action and timeline
 - 4. Progress checks may include:
 - a. log/tracking sheets
 - video taping
 - c. student feedback
 - d. student progress

- e. mentor feedback
- f. drop-in visitations
- g. pre-arranged observations:
 - 1. pre-conference
 - 2. time, date, and length of observation
 - what is to be observed
 - 4. observation techniques
 - 5. post-observation conference
- 5. Appraisal method for final accomplishment

Annual conference:

For the purpose of evaluating the plan agreed to in step 2. At any time during the formative process either the professional staff or the administrator may exercise the right to move the process from the formative to the summative component as described on the following pages. This notification must be in writing to the other party.

B. SUMMATIVE COMPONENT

This component is to evaluate the individual's achievement toward excellence. It is comparative and judgmental. The purpose is to evaluate the products of job performance as well as the process and the individual. The written documentation of this component will be a part of the individual's permanent record. This evaluation will take place a minimum of once every six years. The following steps define the summative procedures within this component.

- 1. A district administrator will conduct a pre-conference which will review the evaluation process. This will usually occur during the growth plan conference where a written notice of summative evaluation is to be provided. Effective behaviors relative to an evaluation plan should be discussed. An evaluation plan should reflect such items as: any specific effective behaviors either party may want to have monitored, data collection, scheduling, and timelines, including length of observations.
- 2. The performance evaluation shall be based upon, but not limited to, at least two formal observations (pre-planned) conducted during the period covered by the evaluation of job performance. No observation shall unduly interfere with the normal process. All formal observations of performance of a professional staff member, for evaluative purpose, shall be conducted openly and with the full knowledge of the professional staff.
 - A. One observation must be conducted during the first semester. The second observation must be conducted before May 1, unless a later date is mutually agreed upon by the administrator and the staff member.
- 3. Within five (5) school days of a formal observation, the professional staff member will have a post-observation conference with the evaluator to discuss the observation.

If an administrator believes a professional staff member is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the professional staff member's performance. If an administrator believes a professional staff member is doing unsatisfactory work, the reasons and specific ways in which the professional staff member is to improve and the assistance to be given by the administrator will be discussed with the professional staff member.

Within seven (7) school days of the post observation conference, a written copy of the observation will be given to the professional staff member. At the professional staff member's request a final personal conference may be held within five (5) school days of receipt of the written observation.

- 4. After completion of the formal observations and the collection of other data, a performance evaluation shall be written and presented to the staff member in a conference. This shall occur prior to the end of the school year.
 - A. Like the formal observation, if an administrator believes a professional staff member is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the professional staff member's performance. This professional will then return to the formative evaluation cycle the following year.
 - B. If the administrator believes a professional staff member is doing unsatisfactory work, the reasons and specific ways in which the professional staff member is to improve and the assistance to be given by the administrator will be discussed with the staff member and reflected in a Voluntary Improvement Plan. The professional staff member may submit a response to the plan which shall be attached to the plan. A period of no less than forty-five (45), and not more than ninety (90) school days will be granted in order to improve the professional staff member's performance during which time further formal observations and conferences between the administrator and professional staff member will take place.

The professional staff member shall have the right to representation in any conference involving a Voluntary Improvement Plan or a Mandatory Improvement Plan.

- C. The Voluntary Improvement Plan will include:
 - 1. Specific areas of deficiencies;
 - 2. Detailed plan of improvement;
 - 3. A set time limit of no less than forty-five (45) and not more than ninety (90) school days.

If the professional staff member and the administrator mutually agree, an Assist Team will be mutually agreed upon by the professional staff member and the administrator.

- 5. Following the period mentioned in 4.B, (no less than 45, but no more than 90 school days), if a professional staff member has satisfactory performance he/she will be placed on an annual summative evaluation cycle. Should the professional staff member's performance, following a satisfactory Voluntary Improvement Plan program, digress, within one year, to the unsatisfactory level in the same area as identified earlier, he/she may be placed on a second Voluntary Improvement Plan for not less than forty-five (45), but not more than sixty-five (65) school days, by the Administrator. The professional staff member shall be apprised of this placement, in writing, with specific documentation explaining the reason for the reassignment to a Voluntary Improvement Plan. If a professional staff member digresses again in the same areas as identified earlier, he/she shall immediately be placed on a Mandatory Improvement Plan. The professional staff member shall be apprised of this placement, in writing, with specific documentation explaining the reasons.
- 6. Following the expiration of the above mentioned period, (4.B) (a period of no less than forty-five (45) and not longer than sixty-five (65) days), written evaluation will be

provided to the professional staff member by the administrator. This evaluation will address progress on the Mandatory Improvement Plan and will identify deficiencies. If the staff member has not improved, a copy of the Mandatory Improvement Plan (and any previous Voluntary Improvement Plans) will be placed in the personnel file along with the written performance.

- 7. The Mandatory Improvement Plan will include:
 - A. Specific areas of deficiencies;
 - B. Detailed plan of improvement;
 - C. A set time limit of no less than forty-five (45) and not longer than sixty-five (65) school days to correct the deficiencies;
 - D. An assistance team will be formed and the members may include:
 - a. Professional staff member
 - b. Immediate supervisor
 - c. Another administrator
 - d. Professional staff representative if requested by the professional staff member)
 - e. Another professional staff member (i.e. peer coach/mentor)
 - f. Or others deemed appropriate by administrator
 - E. Precise consequences will be prescribed by the administration.

A Mandatory Improvement Plan is considered a Disciplinary Plan.

This section does not apply to a probationary professional staff member who has been through the forty-five (45) day Improvement Plan when a decision has been made for no-renewal.

- 8. Following expiration of the timeline in 7, (no less than sixty-five (65) school days), observation and conferences, if a professional staff member has achieved a satisfactory evaluation then he/she will be provided a written evaluation and placed on an annual summative evaluation cycle.
- 9. Following expiration of the timeline in 7, observation and conferences, if a professional staff member has received an unsatisfactory evaluation he/she is subject to the consequences outlined in the Mandatory Improvement Plan.
- 10. Administrator may make unannounced observations. If a professional staff member is on a Voluntary Improvement Plan or, Mandatory Improvement Plan, then the observation shall be followed up with a written communication with five (5) school days. However, if a professional staff member is not under a Voluntary or Mandatory Improvement Plan then the administrator shall give verbal or written feedback regarding the observation within five (5) school days.
- 11. All administrators involved in observations/evaluations shall be trained in the techniques and criteria to be used in the evaluation process. During the Voluntary and Mandatory Improvement Plan, administrative observations shall be spread out over the period of time. This component emphasizes each individual's striving for excellence. It is an annual on-going, descriptive, developmental, non-threatening process and will not be utilized as any part of their permanent record. It is a collaborative approach with each individual sharing responsibility for improvement.

C. EVALUATION ASSURANCES

- 1. A professional staff member shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the professional staff member shall sign the evaluation indicating that it has been read and a copy received. If a professional staff member disagrees with the evaluation, he/she shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation.
 - Letters of dissent shall be submitted to the evaluator within fifteen (15) work days of the signing of the evaluation. Any written statement shall, at the professional staff member's option, be reviewed by the Superintendent or his designate and an Federation member with the professional staff member present. If the professional staff member is not satisfied with the findings of the Superintendent or his designate, the Board's Personnel Committee and the Superintendent or his designate will meet with the professional staff member. In each instance, the professional staff member may, if he/she so desires, have an Federation Representative or counsel present.
- 2. A "mentor" shall be assigned to every probationary professional staff member upon entrance into the system. The "mentor" insofar as possible, shall be tenure or experienced professional staff member and shall be engaged in teaching within the same grade, building, or discipline as the probationary professional staff member. It shall be the duty of the teaching mentor to assist, counsel, and advise the probationary professional staff member in acclimating to the professional assignment and the school system.
- 3. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand; however, the process outlined in Section B herein shall not be interpreted as punishment, discipline or reprimand. It is understood and agreed by the parties that the evaluation procedure is subject to the grievance procedure. It is expressly understood that the evaluation of the professional staff, and the criteria used to evaluate the professional staff member, are not subject to the grievance and arbitration procedure.
- 4. Each professional staff member shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness. No evaluation material submitted by the school's administration may be placed therein without allowing the professional staff member an opportunity to file a response thereto within fifteen (15) calendar days. If the tenure professional staff member believes that material being placed in their file is not accurate or in error, the professional staff may seek, through the procedure described in the Wexford-Missaukee ISD Policy Manual, section 8320, to have the material corrected or expunged from the file. If the professional staff member is asked to sign material to be placed in their file, such signature shall be understood to indicate that professional staff member's awareness of the material, but no instance shall said signature be interpreted to mean agreement with content of the material.
- 5. Offenses requiring disciplinary action are not subject to this process.

 Recommendations as to demotion, retention, dismissal, or change of professional status shall be an administrative function.
- 6. In the absence of specific performance criteria, the same formative/summative evaluation process will be followed for all other professional staff for the duration of this contract. During the period of this contract, administrative/professional staff committees will be established to develop satisfactory performance criteria for each specific staff discipline.

Article XIV

ELECTRONIC MEDIA

In the event that Electronic Media* becomes a part of our educational process, the following will apply:

- 1. It is agreed that interactive Television (ITV) can be used as part of the educational process. The purpose of ITV is to provide quality, cooperative academic programming in order to enrich educational opportunities for students.
- 2. Teachers utilizing the ITV system will be provided initial and on-going training. This training will be at no cost to the teacher.
- 3. Teachers shall not be responsible for the behavior of students at the remote sites.
- 4. Teacher lectures or demonstrations prepared for ITV shall not be copied or reproduced in any manner that will cause any teacher to be replaced.
- 5. The evaluation of a teacher of an ITV class shall be subject to the evaluation process contained in this bargaining agreement. Written and/or formal observations shall require the physical presence of the evaluator. No observation for purposes of evaluation may be done or conducted by electronic means.

*Electronic Media means but is not limited to the following:

cable, satellite, or video cassette instructional programming, "two-way" interactive television and "tie-in" television.

Article XV

MISCELLANEOUS

- A. Copies of this Agreement will be presented to all current employees entering the employment of the Employer. The cost of printing this Agreement shall be shared equally by both parties.
- B. The Federation agrees that during the life of the Agreement, neither the Federation, its agents nor its members will authorize, instigate, condone or engage in any strike, work stoppage or refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of the Agreement they will not lock out the employees except for the violation of provisions of this section.
- C. The parties acknowledge during the negotiation which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in this agreement. Therefore, the District and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or though the subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed the Agreement.

Article XVI

MENTORING

Mentor Professionals – The Board and the Professional Federation recognize the value of mentoring new probationary staff. It is understood that many staff come to the district having had previous experience in a related school setting. New probationary staff with such experience may or may not require professional mentoring.

- A. New probationary staff will be assigned mentors at the discretion of the Board. Such mentors shall not be probationary staff. No mentor will be assigned to more than one probationary staff member per year unless jointly agreed to by the Professional Association and the Board.
- B. District administrators will provide support and assistance to mentors in their assigned roles. It is understood that any information from mentors regarding mentees will not be used in the evaluation process.
- C. Mentors agree to abide by a defined job description and complete expectations as defined therein.
- D. Participation as a mentor shall be voluntary and subject to Board approval.
- E. A mentor shall whenever possible work with probationary professionals from a related area of expertise, responsibility, or experience.
- F. A mentor understands that at least half of the time required for mentoring will be outside of the regularly scheduled school day.
- G. It is understood and agreed that a mentor is subject to yearly appointment in such a role as determined by the Board.
- H. Mentors are expected to document a minimum of twenty (20) hours of mentoring as established by the administration. This time includes weekly contact, conferences, telephone, or email correspondence as needed. This documentation shall be given to the supervising administrator on or before May 15 of the contract year.
- I. Mentor shall be paid at the rate as defined in Article V.

TEACHER REPRESENTATIVES

Superintendent

Chief Negotiator

Superintendent

Superintendent

Will Jawar

Federation President

Negotiating Team

Date 28 June 2010

28 June 2010

Attachment 1 – Grievance Form

Formal Grievance

Staff Member's Name
Federation Representative's Name
Date of Informal Grievance Meeting:
Date of Alleged Violation:
Article(s), Section(s), Subsection(s) and/or written policy Allegedly Violated:
Briefly provide a synopsis of the facts giving rise to the alleged violation (Attach document, if
necessary):
`
Staff Member Signature
Date
Representative Signature
Date
Action taken by Federation:
Action taken by Board of Education:

Timeline Extension Agreement

The timeline for grievance number upon mutual agreement between the Wexfo	ord Missaukee Professional F	ederation and Wexford
Missaukee Intermediate School District Adn level noted above. The grievance procedur		s exclusive for the Step
Federation Representative Signature		
Administrator Signature		
Date of Agreement		

Attachment 3

Notice of Appeal

	leration is hereby giving written notification that it mber at Step level and requests be enacted forthwith.
Reason for Appeal:	
Federation Representative Signature	
Administrator/Board Secretary Receiving Appe	al
Date of Appeal:	
Date: Received:	