

**WYOMING PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
THE KENT COUNTY
EDUCATION ASSOCIATION MEA/NEA**

AGREEMENT

This Agreement is entered into this 15th day of August, 2011, by and between the Board of Education of the Wyoming Public Schools, hereinafter called the “Board”, and the Kent County Education Association, affiliated MEA/NEA, hereinafter called the “Association”, which shall designate the Kent County Education Association, affiliated MEA/NEA, solely in its representative capacity for the employees of the Wyoming Public Schools in the bargaining unit recognized in Article I.

PREAMBLE:

WHEREAS the Board and Association recognize and declare that providing a quality education for the students of the Wyoming Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorize as follows:

ARTICLE I

Recognition

A. Employer Recognizes Association

1. Included and Excluded

The Board hereby recognizes the Association as the exclusive and sole bargaining agent for the appropriate bargaining unit, described and defined as:

All professional personnel certified by the Michigan State Department of Education on tenure or probation, including teachers, guidance counselors, media specialists, administrative assistants, cooperative and vocational coordinators, social workers, speech and hearing therapists, advising or critic teachers, teachers of the home/bound or hospitalized, school nurses, occupational therapists and shared time teachers, all full-time and regular part-time certified community education teachers who teach over four (4) hours per week, permanent substitutes employed or to be employed by the Board, but excluding administrative and supervisory employees whose function is to evaluate the performance of professional personnel for the purpose of discipline, tenure or promotion or effectively to recommend discipline, tenure or promotion, the Superintendent, Assistant Superintendents, Community Education Directors, Principals, Assistant Principals, Office Coordinators, Supervisors, School Psychologists, and per diem substitutes. Specifically excluded are Community Education Intern and Public Service Contract positions, any position that is funded from sources other than membership from state aid and teachers of leisure-time courses. Persons in these excluded positions shall not be used to perform duties which shall effect a reduction in hours available to the regular teaching staff. Leisure-time courses shall be defined as courses without any FTE students.

2. Term "Teacher"

The term "teacher", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

3. Term "Teaching"

For the provisions of the Agreement for Community Education, the following definitions shall apply: "Teaching" or "teaching or other professional duties" shall mean that time spent in actual classroom teaching, face to face contact time, and other normal professional duties for which the teacher is contracted. This does not include preparation time, work and records time, conference time, or in-service time, each of which is specifically referred to in this Agreement.

B. Tuition Pre-School, and Child Care and Michigan Readiness

1. The Tuition Pre-School, Child Care programs have been transferred to leisure-time status.

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

C. New Position

The Board agrees that when it creates a new position, the Association will be notified of the unit affiliation of the position.

D. Exclusive and Sole Bargaining Agent

The Board agrees not to negotiate with any teachers' organization other than the Association, with regard to the teachers covered by this contract, for the duration of this Agreement.

E. Subcontracting

1. Teacher Work

The Board agrees that work historically performed only by teachers in the bargaining unit shall not be contracted to other persons. Prior to the utilization of an administrator on a part-time basis in a bargaining unit position: a) Any certified and qualified teacher who is under utilized (i.e. does not have a full schedule of classes) will receive the assignment first. b) Next, a bargaining unit member who is certified and qualified on layoff status will be offered the class or classes. Periodically, in alternative education, guest lecturers/adjunct staff members will be used to augment a specific offering and enhance curriculum, however, no staff member will be reduced as a direct result nor will the guest lecturer/adjunct staff member become bargaining unit members. However, guest lecturer/adjunct staff may only be used if a certified staff member in the bargaining unit has first been offered a 1/6 contract to teach the section. If the contract has been offered and declined, then a guest lecturer/adjunct staff member may be used for no more than two (2) non-consecutive nine (9) week periods per year.

2. Elimination of Positions/Administrators Working

This provision shall not be construed to prohibit the elimination of any bargaining unit position by the Board and the transfer of some residual duties to qualified administrators where it has no substantial impact on the traditional work available to the bargaining unit. It is expressly understood that administrators may perform traditional bargaining unit work only to the extent that bargaining unit positions (including extra-duty positions) are not reduced or eliminated as a result. No teacher shall be required to perform work which has been reserved exclusively to other bargaining units, except in emergencies, to prevent the disruption of instruction to students or to preserve the health, safety and welfare of students, parents and/or professional colleagues.

F. Annexation

In the event that this District shall annex one or more districts, the Board will continue recognition of the Association and the employment of its members consistent with the terms of this Agreement to the extent permitted by law.

In the event the Board annexes another District, the parties recognize that the Master Agreement shall continue in full force and effect, to the extent permitted by law, unless otherwise mutually agreed to by the parties.

G. Emergency Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE II

Board Rights

A. Retain Powers

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

To the executive management and administrative control of the school system and its employees, properties and facilities.

To hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.

B. Limit Employer of Rights

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE III

Association Rights

A. Non-Discrimination

Pursuant to Michigan Statutes, the Board hereby agrees that every teacher shall have the right to organize, join and support the Association as long as the teacher's activities do not infringe upon the teacher's classroom assignment. The Board agrees that it will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States that it will not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of the teacher's membership in the Association; participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. Notification of Contract Changes

The Board shall notify the President of the Association of a pending change or adjustment in an individual teacher's contract, if said change or adjustment results from the establishment of a new position, or the reassignment of a teacher, or an extension of the same services previously contracted, or other changes which would represent a departure from the usual procedures which would produce contract change. During the summer recess, the President of the Association shall advise the Superintendent as to which officer of the Association reports are to be made if the President is not immediately available to furnish a prompt reply.

C. Board Providing Information

The Board agrees to furnish the Association with six (6) copies of the agenda and the Minutes of all Board Meetings. The Board also agrees to make available at the Board meetings or through the Business Manager, upon the presentation of a personal request, two (2) copies of the treasurer's report given to the members of the Board at their meeting. Upon written request, the Board agrees to furnish all information which concerns the financial resources of the district, tentative budgetary requirements and allocation and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs in behalf of the teachers and their students. (The Board agrees to furnish information, which may be necessary for the Association to process any grievance or complaint). All school district personnel policies or changes in said policies shall be distributed to all teachers within sixty (60) days of the commencement of this contract or upon employment.

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

D. Millage or Bond Issues

The Board agrees to advise the Association before any announcement is made concerning any millage or bond issue to be presented to the voters of the school district.

E. Construction

The Board agrees to report to the Association information on all proposed construction including location, size, tentative floor plan, etc. Such information shall be reported before the finalization of plans.

In Community Education, any proposed major construction shall be discussed with the individual teacher(s); to the extent possible within time constraints, the Association shall be notified of all such plans.

F. Student Fund Raising

All sales within the district by student groups that involve a house-to-house canvass must first have the approval of the Superintendent. Only those teachers within a building that have given their prior written approval shall be involved in a sale.

G. Private Phones for Association

The Association shall have the right to install private telephones for the use of their officers, provided that the Superintendent has approved such installation, and provided that the cost of installation and monthly maintenance is borne by the Association. Telephones are to bear a listing of the Wyoming Education Association with the address of the building location.

H. Association Use of Buildings

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times that a building is available and there is a custodian on duty.

I. Association Use of School Equipment

The Association has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools for school related business, including computers, typewriters, duplicating

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

J. Advisement of Issues by Board

The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District.

K. Designated Bulletin Board

The Association and its members shall have the right to use the school building facilities for official Association Business at all reasonable hours outside the school day upon prior written request submitted to the Superintendent and approved by the Superintendent. A designated bulletin board in an established teacher rest area (or lounge) shall be made available to the Association and its members. Other established media for communication in the school district will be made available to the Association, including the email system for communication to members relating to official Association business. The Board and Administration agree to allow for the email system to be used without risk to confidentiality between the Association and its members.

L. Financial Information

The Board agrees to make available to the Association, through the Superintendent in response to written requests, all available financial information in the form maintained by the Board and available to the constituents of the school district.

M. Communication between Board and Association

Any communications from the Association to the Board shall be forwarded by its duly authorized officers, or its designated representative, to the Superintendent. Conversely, any communications from the Board will be transmitted by the Superintendent or designated representative to the President of the Association.

N. Released Time

A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary for any negotiations or arbitration requested by the Board which will involve the teacher during the school day, and the teacher will be released from regular duties without loss of pay.

A teacher shall, providing a qualified substitute teacher is available, be released from regular duties without loss of salary for the purpose of participating in district, Regional, State or National meetings of the Michigan Education Association or National Education Association. Such leave shall not exceed eight (8) days per year for any one teacher, and shall not be used for more than two (2) consecutive days.

The Association is entitled to use twenty-five (25) days per year. Teachers released under this provision shall not be charged with leave days against their individual accumulations. Upon written request from the Association, the Association President shall be granted released time with full salary and benefits, provided the Association shall reimburse the board at 60% of the Base (BA) rate prorated to the actual amount of released time. Upon completion of the released time, the teacher shall be returned to the position previously held if it still exists, and if it is otherwise consistent with the assignment and/or reduction in personnel provisions of this agreement.

O. Agency Shop

1. Condition of Employment

All teachers shall sign and deliver to the Board of Education an assignment authorizing deduction of membership dues and assessments of the Association including the National and Michigan Education Associations. Upon employment, teachers shall be given a copy of the form authorizing check off for Association dues within thirty (30) days of said employment. Any teacher who is not a member of the Association in good standing within thirty (30) days from the date of commencement of teaching duties, shall pay as a fee to the Association an amount as determined by the Association, payable to the Association, the NEA and MEA. Dues deduction shall be made across the first twenty (20) pay periods each year, with the Association Membership Chairperson providing a list of members and dues deduction amounts to the Payroll Department prior to the first pay period.

- a. Any teacher choosing to pay a fee to the Association in lieu of membership shall make the total payment within the time limits set forth by MEA/NEA in the Hudson packet.
- b. In the event the dues and assessments shall not be paid, the Board upon receiving a signed statement from the Association indicating a teacher has failed to comply with the conditions, shall immediately begin involuntary payroll deductions of such dues and assessments to the amount established by the Association.

2. Cash Payment

Those wishing to pay their dues in cash shall do so by November 1st. The payment should be made directly to the Association.

3. Save Harmless

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Section of the collective Agreement. The Association further agrees to indemnify and save the Board harmless from any damages or costs including unemployment compensation benefits which may be incurred by the Board as a result of any action taken by the Board to implement this Section, subject however, to the following conditions:

- a. The damages or costs have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the defense which may be asserted against the Board in any court or tribunal.
- c. The Association has the right to choose the legal counsel to defend any said suit or action.
- d. The Association shall have the right to compromise or settle claim made against the Board under this section.

ARTICLE IV

Teacher Rights and Protection

A. Rights Under Michigan Law

Nothing contained herein shall be construed to deny or restrict to any teacher rights guaranteed under the Michigan General School Laws. The rights granted to the teacher hereunder shall be deemed to be in addition to those provided by law.

B. Wearing Identification of Membership

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

C. Rights of Citizenship

1. Rights Specified

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with the respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

2. Limitations on Personal and Private Life

However, if in the opinion of the Administration the private or personal life of a teacher is conducted in a manner that adversely affects the teacher's relationship to students or the discharge of teaching duties, the Administrator shall first discuss such conduct with the teacher, and if such conduct continues the Administrator and the Association shall jointly meet with the teacher to discuss such conduct, and its adverse effect.

D. Board Support for Students with Special Needs

Since the teacher's authority and effectiveness in the classroom is undermined when students discover there is insufficient administrative backing in support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom. When it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to provide appropriate services as determined by IDEA 97, State mandates and Section 504. The teacher remains responsible for implementing the students' IEP or 504 plan where applicable.

E. Teacher Assault by Student

Any case of assault upon a teacher, while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent, or designated representative. The Board shall provide legal counsel to advise the teacher of legal rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Legal Assistance to Teacher for Injury to Person or Damage to Property

In the event civil action is sought as a remedy as the result of an assault upon the teacher, while in the performance of teaching duties, or as an outgrowth of teaching duties, the Board of Education shall render all reasonable legal assistance to the teacher in seeking a judgment for injury to person or damage to property.

G. Assistance to Teacher in Complaints or Suits

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against the student, in performance of the teacher's duties, the Board shall provide legal counsel. The Board shall render necessary assistance to the teacher in the teacher's defense, provided the teacher is not in violation of Article VII, Section N.

H. Reasonable Legal Assistance

Reasonable legal assistance shall be interpreted as providing legal consultation to protect the teacher's rights. Said consultation shall not mean the actual filing, processing, or a Board-provided lawyer's presence at a suit or trial. It shall mean the right to discuss with said Board provided lawyer all facets of the situation and be provided with legal recommendation.

I. Payment for Time Lost

The Board reserves the right to pay the teacher for time lost on a case-by-case basis in connection with any incident in this Article.

J. Complaints

Any written complaint directed toward a teacher shall be promptly called to the teacher's attention through appropriate channels. The teacher shall also be informed of any oral complaint which may result in action by the Board.

K. Reasonable Care

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held responsible by the Board, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

L. Teacher Files

Teachers should review and sign all materials that are to be included in their personnel file. Such signing does not necessarily indicate agreement. The teacher may submit a written statement in regard to such materials for inclusion in the personnel file. The teacher may request removal of any written reprimand, or record of oral reprimand, which is more than three (3) years old. The removal of such records is conditional upon the approval of the Superintendent or designee and upon there having been no further problems in a similar area.

M. Just Cause

No teacher shall be disciplined, suspended, reduced in rank or discharged without reasonable and just cause. Reprimands and discipline shall be presented in a physical document (hard copy). Final documentation as a result of misconduct shall not be communicated by electronic means.

N. Freedom of Information Act Request (FOIA)

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

1. Notify immediately the affected employee(s) orally and then in writing who are subject to a FOIA request.
2. Release to the employee(s) names of all those requesting the FOIA documents.
3. Allow the employee(s) and the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.
5. The Board of Education and or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

O. Smoke Free Environment

1. The Board of Education shall maintain a smoke free environment in accordance with State law.
2. Resources may be available through the Wellness Program.

ARTICLE V

Qualifications, Vacancies, Transfers and Reduction of Staff

A. Certification

The Board and the Association agree that students are entitled to be taught by teachers who are professionally competent. The Board will employ only those teachers who meet certification requirements as determined by the Michigan Department of Education, as well as the No Child Left Behind (NCLB) highly qualified requirements set forth by the Federal Government. Priority will be given to the employment of those applicants who possess the qualifications for full-time certification as established by the Michigan Department of Education and NCLB. A teacher shall be notified when he/she is teaching outside of an area for which he/she is "highly qualified" per NCLB, with notification to the Association president as well. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming "highly qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education

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

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

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

B. Area of Assignment

After June 30, 2006, teachers should not be assigned outside the scopes of their teaching certificate and NCLB “highly qualified areas, except temporarily and for good cause. The parties further agree that once a teacher has been recognized as “highly qualified” in a content area, the District will not involuntarily transfer said teacher outside his/her content area.

C. Recruitment

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

D. Ability to Work

Teachers shall possess and maintain sufficient good health (physical and mental) to satisfactorily perform the essential functions of their assigned position. In cases where the Administrator believes a teacher’s physical or mental condition has caused inadequate performance in the classroom, the teacher may be requested by the Superintendent, or designated representative, to submit to a physical or psychiatric examination. Expenses for such examination shall be paid by the Board. Failure to acknowledge the request may be adequate cause for indefinite suspension and forfeiture of salary and leave benefits. The stages of progressive discipline will be followed, up to and including dismissal.

E. Retirement/Employment

1. Retired teachers may be given an opportunity, at the employer’s discretion, to work in various part-time capacities (less than 50%) after regular bargaining unit members have been given such opportunity. Seniority will not be accrued in these positions. These positions are exclusive of fringe benefits and pay shall be at the discretion of the employer within the contractual agreement. The Association shall be consulted prior to retiree’s employment. At no time shall the combination of part-time employees create a full-time teaching position.
2. Retirees performing extra-duty positions must re-apply to a posting the first year after retirement. Any active unit member or non-bargaining Wyoming Public School employee will be given preference if qualified. (See Schedule B)

F. Notification and Posting of Vacancies and New Positions

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

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

G. Additional Publicity

There will be additional publicity from time to time as vacancies or new positions are filled, or new openings occur.

H. Written Application

Any teacher may submit in writing a request to fill any posted vacancies or positions. Said request shall be placed on file with the Director of Human Resources or the Director of Community Education.

I. Voluntary Transfer of Teachers Between Buildings

1. **Purpose**
With the knowledge that maximum results can be obtained in the instructional program by the most judicious assignment of teaching personnel, the Board will facilitate the assignment process by providing for the voluntary transfer of teachers between buildings and/or other positions for which they are certified and highly qualified. Teachers who wish to transfer to another building may not have received a "Minimally Effective" or "Ineffective" from the present building administrator during the teachers last formal evaluation.
2. **Request Procedure**
Personnel desiring to transfer to another building shall submit a written request to the Superintendent or designated representative, indicating the building to which the teacher desires transfer. Routine transfer requests will be acted upon commencing June 1st of each year, and will be acted upon within the times designated as follows:
 - a. Subsequent to the submittal of the letter of request to the Superintendent, or designated representative, conferences will be arranged with the principals concerned.
 - b. The principals concerned shall submit within five (5) days of the arranged conference a written statement recommending release or acceptance, as the case may be, to the Superintendent or designated representative.

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

3. Determination

The Superintendent or the Director of Human Resources shall make the final disposition concerning all transfers.

J. Involuntary Transfer Without Staff Reduction

1. Procedure

Whenever involuntary transfers are required and volunteers are unavailable, the teacher being transferred will be notified as soon as possible, but normally with not less than seven (7) calendar days notice and upon request, will be provided an interview with the Director of Human Resources to explain the necessity for the transfer. The teacher may be accompanied by an Association representative. Except for just cause, the teacher with least district-wide seniority who is certified and qualified shall be the one transferred.

2. Moving Classrooms

In the event that a teacher is required to move to another position requiring a classroom change after the year has begun, the district will provide a substitute for no less than one working day and, upon the teacher's request, a stipend equivalent to the cost of a sub for one (1) day to allow the transferred teacher to pack and move. District custodial/maintenance personnel will move the teacher's classroom materials. The teacher shall be given access to the new classroom as soon as it is available.

K. Reduction of Personnel

1. Necessary Reduction of Personnel

The Board, realizing that education, curriculum and staff to a large degree depend upon the financial resources available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available.

2. Board's Authority

It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the education program and curriculum when economic necessity dictates.

3. Teacher's Rights

In the event of a reduction in personnel, the Board shall retain teachers with the greatest seniority, provided they are certified and qualified.

a. "Certified" Defined

Certified is defined as holding a valid certification from the Michigan Department of Education with appropriate endorsements and from an accredited higher educational institution, except where there is a shortage in the designated subjects and grade levels. Existing staff is grand-parented in current position.

b. "Qualified" Defined

- 1)** For positions at the Secondary (9-12) level, the teacher must possess academic preparation so as to be in compliance with No Child Left Behind standards and the Elementary and Secondary Education Act.
- 2) Middle School**
 - a)** For all positions at the middle school level, specific certification in the subject to be taught is required.
 - b)** Teachers who have previous teaching experience in the Wyoming Public Schools in subject areas in the seventh and eighth grade levels prior to September 1, 1982, shall be deemed qualified in these subject areas notwithstanding the other provisions of this section.
 - c)** All teachers hired after September 1, 1993 to teach in the middle school must possess appropriate certification and possess academic preparation so as to be in compliance with No Child Left Behind and the Elementary and Secondary Education Act.
- 3) Elementary**

For positions at the elementary levels, teachers must possess elementary certifications, except for positions in special teaching areas such as Music, Art, and Physical Education for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.
- 4) Community Education**

For Community Education positions, teachers must possess valid teaching certification and other qualifications, if any, as required by the State.
- 5) Board to Determine Qualifications**

The Board shall have the authority to determine qualifications. Such qualifications shall be established prior to the hiring or transfer of staff into positions, and they shall be clearly stated on position descriptions and/or vacancy notices. Said qualifications shall not be capricious or arbitrary.
- 6) Seniority**
 - a) Seniority Defined**

Seniority is defined as length of continuous service in the Wyoming Public Schools in a bargaining unit position from the last date of hire by the Board. (The date used for last date of hire shall be the first compensated day in the position or the date on which employment was acted upon by the Board, whichever comes first.) Community Education seniority is defined as the length of continuous service in Wyoming Community Education in a teaching capacity from the last date of hire by the employer.
 - b) Leaves of Absence**

Leaves of absence granted in accordance with the provisions of the Master Contract shall not constitute an interruption in continuous service. However, seniority shall be frozen and shall not accrue during any unpaid leaves of absence greater than one (1) school year granted for reasons other than health or military leave.

- c) **Outside Credit**
Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- d) **Administrative Experience**
Teachers who return to the bargaining unit after having served in an administrative capacity shall retain all previously accumulated seniority as a teacher in the bargaining unit. With the exception of existing administrators as of August 30, 1993, this right shall be limited to two (2) years from the date any teacher becomes an administrator.
- e) **Half-time Service**
Half-time teachers who also have had half-time administrative duties shall be granted a half-year's seniority credit for every year employed under said circumstances.
- f) **Seniority Lists/Accrual**
- (1) **Two Lists**
There shall be two (2) separate seniority lists: one for day school (K-12) and one for Community Education. Teachers who have taught in one program and later teach in the other shall appear on both lists, but they shall retain only the seniority they have earned in each individual program.
- (2) **K-12 Accrual**
All teachers in the K-12 program shall accumulate seniority on a full-time basis regardless of hours worked.
- (3) **Community Education Accrual**
One (1) year of seniority will be granted to all teachers who teach 600 or more hours during a school year. One-half (1/2) year of seniority will be granted to all teachers who teach less than 600 hours during a school year. Seniority is only granted to bargaining unit members.
- (4) **Community Education/K-12 Seniority Accrual**
Board will notify in writing and secure a signoff from existing affected staff.
- (5) **Ties in Seniority**
Ties in seniority ranking on the respective lists shall first be broken by ranking the tied teachers in order of greatest seniority in all district programs (K-12 and Community Education). In the event that teachers are still tied, the remaining ties shall be broken by ranking the tied teachers in order of the highest four digits determined by the last four digits of their social security numbers. The seniority list should be printed with ties ranked by social security four digit numbers.

7) Mid-Year Reductions

Beginning with the first name on the District seniority list, shall be placed in an assignment in the following order of priority:

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

District administration will work in collaboration with union leadership to place affected staff in an assignment following the above process.

8. End-of-Year Reductions

Beginning with the first name on the District seniority list, shall be placed in an assignment in the following order of priority:

- a. Current assignment.
- b. Another department or grade in their current building for which they are certified and qualified, based on seniority.
- c. The number of staff to be displaced will be determined and their certification will be examined by the District Assistant Superintendent of Human Resources.
- d. Displaced teachers will be ranked according to their seniority with the District.
- e. The teaching seniority list will be examined beginning with the least senior teachers, taking into consideration the certification and qualifications of displaced teachers higher on the seniority list.
- f. The District will determine the number of lower seniority teachers who will receive involuntary transfer/potential layoff notices, and their positions will be placed on the open positions list. The WEA will verify that the displaced teacher list is accurate prior to posting and distribution of the list.
- g. The open positions that were created will be posted and distributed to the displaced teaching staff and those who received the involuntary transfer/potential layoff notices, along with the

seniority rank of all the teachers involved. These teachers form the “pool”.

- h. A meeting will be held where all the teachers in the “pool” will attend. Those unable to attend must designate a proxy, in writing, who will attend the meeting and make the job selection.
- i. “Pool” teachers will be called, in order of seniority, to choose a position from the list of open positions.
- j. If no position is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid off.
- k. If a choice of building, grade or department is a factor, the teacher’s choice shall be honored unless it would force the layoff of another teacher with greater seniority.

L. Layoff Notice

No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified of the said layoff at least sixty (60) days prior to the start of the semester. In the event that Community Adult Education experiences a mid-semester budget reduction requiring the reduction of staff, such staff members shall be given thirty (30) working days notification of said layoff.

M. Recall and Hiring

1. Recall Procedure

Teachers on layoff shall be recalled in order of greatest seniority to the next available position for which they are certified and qualified as defined in Article V, Section K.3. Laid-off teachers who earn a new area of certification subsequent to their layoff, shall be eligible for recall in the area of new certification only when a position becomes open and available for recall without causing another teacher to be laid off.

2. Part-time Recall rights

Part-time bargaining unit members who make application to the Superintendent or the Superintendent’s designee in writing prior to March 15 of any calendar year to expand their hours, shall receive any available position for which they are certified and qualified prior to the recall of any laid-off teacher.

3. No New Teachers Hired

No new teacher shall be hired in a position for which there is a teacher awaiting recall who is certified and qualified as defined in Article V., Section K.3.

N. Interviews to KCEA/MEA/NEA Members

Laid off KCEA/MEA/NEA teachers shall be granted an interview for a teaching vacancy subject to the following conditions:

- 1. All certified and qualified Wyoming Teachers shall be placed and/or recalled prior to the employment of teachers outside the district.

2. An application must be received by the Human Resources Office within seven (7) calendar days of the notice of vacancy provided to the KCEA.
3. Said teacher agrees to interview at a time specified by the Personnel Office.

O. Furnishing a Seniority List

1. List Requirements

The Board shall furnish to the Association a personnel list enumerating the seniority, certification, majors and minors, and all reported hours of all teachers prior and pursuant to any reduction in personnel as defined in this Article. The Board shall furnish said list to the Association and to all building representatives by February 1 of each year. Such list shall be made available to all staff via the WPS/IN intranet.

2. List Corrections

The Association and all teachers shall have thirty (30) calendar days to correct any errors or note any objections to said list. The Board shall publish to the Association and all teachers a corrected and complete seniority list October 31 and March 31 of each year. The Board may act in reliance upon such list.

P. Reporting Changes in Qualifications or Certification

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

Q. Teaching Certificate Renewal

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

ARTICLE VI

Teaching Assignments and Hours

A. Term "Normal Teaching Day"

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

1. K-12 Hours

Except in Community Education, the normal teaching day will consist of an 8 hour day, of which a maximum of 6 hours and 30 minutes in elementary and 6 hours and 30 minutes in secondary school will be spent in teaching or other supervisory duties.

2. Secondary Load

Except for Community Education, a normal secondary teaching load where the class periods are 45 to 60 minutes duration will consist of an assignment of any combination of classes or study halls for five (5) periods, five (5) days per week. The normal or basic assignment assumes the secondary teacher will have daily one (1) period of 45 to 60 minutes or its equivalent for planning. Existing seminar will be continued and unaffected by this Section.

3. Elementary Planning Time

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

a. Additional Elementary planning time (Grades 1-6) will be provided as follows:

- Music – 1 (one) 50-minute block per week
- Physical Education – 1 (one) 50-minute block per week
- Art – 1 (one) 50-minute block per week.
- Media – 1 (one) 50-minute block per week in the media center (with the media paraeducator)
- Technology – 1 (one) 50-minute block per week (with the media paraeducator delivering a District designed and directed lesson). Neither classroom teachers nor paraeducators shall be responsible for the development of any technology lesson plans.

b. Additional kindergarten planning time will be provided as follows for each ½ day session:

- Music – 1 (one) 25-minute block per week.
- Physical Education – 1 (one) 25-minute block per week.
- Art – 1 (one) 25-minute block per week
- Media – 1 (one) 25 minute block per week in the media center (with the media paraeducator)
- Technology – 1 (one) 25-minute block per week (with the media paraeducator delivering a District designed and directed lesson). Neither classroom teachers nor paraeducators shall be responsible for the development of any technology lesson plans.

c. All attempts will be made to schedule the additional planning time sections noted in paragraphs a. and b. above on a one per-day basis, if possible.

- d. Elementary Special Education and ELL teachers shall receive twenty-five minutes of planning at the start of the student day and twenty-five minutes at the end of the student day for personal planning unless there is a parent request for an IEPC that cannot be held at any other time.
 - e. Teachers of Music, Art, and Physical Education shall additionally receive no less than one-hundred (100) minutes of planning time throughout their weekly schedule. Such time is separate from travel time between classes and the lunch period. All planning time shall be in block periods of a minimum of ten (10) minutes during the day, however, time connected to either the before or after school day planning time will count toward the 100 minutes.
- 4. If school is not in session due to scheduling, snow days, etc., the planning time will not be made up.
 - 5. The work schedule for all teachers (elementary and secondary) on professional development days will be 7:30 a.m. – 3:30 p.m. (including a lunch period)
 - 6. **Travel Time**
It is agreed that there is a five (5) minute travel period between classes of Art, Music and Physical Education, Media and Technology. Said travel time will not be considered part of the teacher's planning time.
 - 7. **Staff Meetings**
Up to two (2) building staff meetings per month may be held in each building during either the before or after school teacher report time, dependent on district-established building report times. The principal in each building, in conjunction with the teaching staff, will develop the schedule for such meetings and the content of one monthly staff meeting. Staff meetings will be on Tuesdays and of a duration of no longer than forty-five (45) minutes per meeting.
 - 8. **State/Federal Mandated Assessments**
Teachers supporting the administration of (i.e. administering or supervising non-testing students) State or Federal mandated assessments in lieu of teaching may not be afforded planning time. Loss of planning time as a result of supporting the administration of [as defined above] State/Federal mandated assessments will not be compensated. This would include but shall not be limited to NAEP, MEAP, MME/ACT, Advanced Placement (AP) and ELPA.

B. Departures from Normal Teaching Day

Except for Community Education, the following situations are to be considered departures from the normal teaching load and therefore subject to additional remuneration:

- 1. **Extra Class**
Teachers having a six (6) period teaching assignment with the loss of the planning period, shall receive an additional one-sixth ($1/6^{\text{th}}$) of the teacher's base pay. Any teacher whose assignment involves lengthening by one (1) period the teacher's day beyond the normal work load, even though such assignment only involves a total of five (5) classes, shall receive one-tenth ($1/10^{\text{th}}$) of the teacher's base pay. Any half year, or one semester assignment would result in the remuneration being one-half ($1/2$) of the figures above. No sixth period may be permanently assigned without prior notification to the WEA when bargaining unit members are on layoff or working reduced schedules. Penalty for an inadvertent sixth hour will be limited to only reinstatement of certified instructor. Such assignments will be made based on seniority, certifications, qualification and availability. Master schedules will not be altered unless no one is available.

2. Special Area Teaching Time

- a. When teachers of the special areas of Music, Art, Foreign Language, and Physical Education take over an elementary classroom, it is understood that the regular classroom teacher will be free to use this time for planning, data analysis, conferences with parents or other school personnel, however, the classroom teacher's attendance during instruction by teachers of these areas will be at the professional discretion of the classroom teacher. The classroom teacher, shall, if requested by the special teacher, assist the teacher of special areas on the day of the performance or activity. Whenever the teachers of these areas are absent and the classroom teacher must forfeit this planning and conference time, the teacher shall be compensated at the hourly rate specified in Schedule D. Teachers of the content areas listed above shall receive shared, pro rata, overload compensation with the elementary classroom teacher when applicable, with the pro rata amount determined at the beginning of the school year. Fractional parts of an hour shall be prorated. It is the responsibility of each such teacher to notify the person responsible for calling substitute teachers, and to notify the buildings affected of the teacher's absence.
- b. Split responsibility between classroom and each specials teacher (providing delivery from their program or room one way).

C. Supply Teachers

Teachers may be temporarily employed as supply teachers at the hourly rate specified in Schedule D, provided they do not have conflicting assignments for the class periods concerned. Teachers are to be employed in this supply capacity only when it is impossible to secure a regular substitute teacher.

D. Changes in Assignment

Teachers who will be affected by a change in assignment will be notified and consulted by their principals prior to contract signing. Such changes will be voluntary to the extent mutual consent is possible. Every effort will be made to avoid reassigning probationary elementary teachers during the school year to a different grade level unless the teacher requests such change. All such teachers considered for reassignment will be allowed release time for the purpose of visiting the schools where the open position exists, and for which they are qualified by certification and experience.

E. Assignments Beyond the Normal Teaching Schedule

Any assignment in addition to the normal teaching schedule during the regular school year, including Adult Education Courses, Federal Programs, Driver Education, extra duties enumerated in Schedule B and Summer School courses, shall not be obligatory, but shall be made with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

F. Community Education

1. Alternative Education

- a. Positions will be filled from Community Education or new hires based on seniority, certifications and qualifications. Seniority will be granted on the Community Education seniority list. All new hires will receive seniority in separate Community Education unit. Staff selection will be in accordance with the Master Agreement. All employees must have appropriate certification. Layoffs may occur after the first nine (9) weeks of the count period. Staff will be fully employed in the initial nine (9) week period. The assignment may be

altered based on student enrollment with an 18/1 or not less than 75% of enrollment benchmark (if less than 18). The nine (9) week period following the count period will be the implementation time frame for layoff or reduction. Assignments will be finalized no later than the end of the seventh (7th) week of the count period.

- b. Shared-time teachers will accrue Community Education seniority. They will be provided all rights and provisions provided in the Master Agreement for Community Education teachers.

2. Community Education Staffing

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

3. Grant Programs

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

4. Paid Preparation Time for Community Education

For every five (5) hours of teaching and related professional duties, all Community Education teachers shall receive one (1) hour of paid preparation time. It is understood that a portion of the preparation time may be reserved for teacher work time both before and at the end of the semester as arranged with the teacher's supervisor. If preparation time is required before and/or after class time hours, the administration and the individual teacher may arrange flexible preparation hours.

5. In-Service For Community Education

- a. Teachers shall be paid at the regular contract rate for in-service. In-service hours will be during the first day district-wide orientation as per the negotiated calendar and specific program in-service for the remaining portion of the first day (seven (7) hours total).
- b. Additional in-services maybe granted with administrative approval. Compensation will be at the base rate.
- c. Any time an individual teacher's presence is required at any meeting, conference, training, etc., said teacher shall be compensated at the teacher's regular rate.

6. Covering a Class for an Absent Teacher

In the event a substitute teacher is not available, at the option of the teacher and with prior supervisor's permission, covering a class for another instructor will receive in addition to regular compensation, the Schedule D hourly rate or compensatory time. If the teacher is asked and agrees

to cover a class for another instructor while simultaneously teaching, the teacher will receive two (2) times his/her own hourly rate, or compensatory time.

G. Grade/Class Assignment

1. Elementary

Elementary staffs will meet at the end of each school year to recommend grade/class assignments for the following year. The principal shall provide the staff with predicted enrollment numbers, and in cooperation with them, devise a staffing plan.

2. Secondary

Prior to establishing next year's employee assignment schedule, secondary staffs shall meet by department with the building administrator and determine individual preference for assignment. Departments subsequently shall recommend to the principal which employee will teach specific subjects. The building principal is ultimately responsible for the scheduling and assignment of personnel.

H. School Day

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

All secondary teachers shall be released ½ hour early on all Fridays when students are in session. All elementary teachers shall have a ½ hour late report on all Fridays when students are in session.

I. Special or Unusual Assignments

1. Compensation

Teachers who have special or unusual assignments as compared with the regular classroom teacher, which assignments may result in an extension of the normal teaching day of 8 hours as defined by Article VI, H., shall be entitled to compensation in accordance with Schedule D., for appointments made for the convenience of the administration or parents, which appointments constitute an extension of the normal school day as previously defined.

2. It is the intent that deviations of a teacher's current assignment shall not be made unless voluntary or necessary to fill their contracted hours.

J. Duty Free Lunch

All teachers shall be entitled to a thirty (30) minute duty free lunch period during the normal teaching day.

K. Driver Education

Personnel selected to teach Driver Education for the summer program shall be notified of the assignment as close to March 1st, each year, as possible. Instructor shall be compensated at base rate, capped at 2003-2004 Schedule D for the duration of this Agreement.

L. Extended Contract

Except for Community Education, a teacher whose regular teaching assignment for the school year is extended, shall be paid 1/182.5 of the teacher's salary for each day worked beyond the 182.5 day, 38 weeks of

a teacher's normal contract. Summer programs and after hour school year programs not covered under extra duty pay of Schedule B (with the exception of the Summer Title Program), shall be paid the hourly rate as specified in Schedule D. The fiscal year will determine the rate of pay.

M. Teacher Conferences

1. Schedule

It is agreed that reporting pupil progress to parents periodically is a necessary function of the school. The scheduling of parent-teacher conferences, both fall and spring, have been mutually agreed upon by the Administration and the Association, and are incorporated in the school calendar with evening conferences each a duration of equal to one half of a teacher work day. All certified staff must participate in parent-teacher conferences with exception to Elementary MAPETS who will schedule conferences upon parental request. Staff members who miss conferences for any reason must reschedule conferences, providing building administration with the rescheduled conference date/time.

2. Kindergarten

Kindergarten teachers will be given up to but not more than double the time granted to teachers in grades 1-6 to conduct parent-teacher conferences. If it should be in the best interest of students, the building administrator may recommend a substitute teacher be employed in lieu of additional time and/or compensation.

3. Elementary Spring Conferences

Elementary teachers can accrue fifteen (15) minutes of compensation at the Schedule D rate for each parent/teacher conference scheduled over the class size standards listed in Article VIII(A)(1)(a) during spring conferences only. It is understood that 100% parent participation in spring conferences is not required and that the teacher has flexibility in scheduling additional conferences beyond 21.

N. Attendance at School Meetings and Functions

The attendance of teachers at P.T.A. or P.T.O. meetings and functions shall be optional. Achievement nights and open house programs shall be limited to four (4) such programs per year. These programs are to be considered a part of the teacher's responsibility and are not to be subject to additional compensation. It is acknowledged that teachers have a strong influence in the community in regards to each child's progress throughout the school year. This influence is enhanced by relationships outside the classroom, particularly at school community functions. The attendance of teachers at community programs and/or activities is desirable.

O. Job Sharing Arrangements May be approved as Follows:

1. Application

Two teachers desiring to share a teaching position may make application to the Superintendent's designee. Such application shall include a written proposal regarding hours of work, job duties, in-service, staff meetings, conferences and division of responsibilities. The Superintendent's designee shall meet with the applicants to discuss their proposal and thereafter make their decision granting or denying the application in writing within twenty (20) calendar days of the meeting.

2. Restrictions and Waivers

No job-share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive their

seniority rights for that specific situation. Failure of said teacher(s) or the Association to waive such rights shall nullify the proposed job-share and shall in no way result in adverse effect upon the refusing teacher.

3. Compensation System

Should an application for job-sharing be approved, compensation for the teachers involved shall be as follows:

a. Salary

Salary compensation shall be the pro rata amount (prorated as to the percentage of appointment) at the appropriate step of Schedule C.

b. Fringe Benefits

All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment, except that teachers working on a greater than 50% basis shall receive 100% benefits.

4. Step Advancement

Job-share teachers shall move a full step on Salary Schedule C for each year employed, regardless of the percentage of appointment. Upon return to full-time employment, they shall receive full salary step credit for each year of job-share teaching, as if they had been employed full-time.

5. Return to Full Time

Teachers desiring to return to full-time status shall have the right to return to full-time employment at the end of each school year, provided:

a. Notice of Intent

That they provide written notice to the Superintendent's designee by March 15 of the year preceding their return to full-time employment.

b. Assignment

That the teacher shall be subject to assignment according to the normal assignment procedures of the Master Contract, provided no layoff is required.

6. Schedule C

a. Top section remains the same

b. Schedule Index remains the same. Rate to be negotiated with Schedule A.

c. All longevity steps (step nine (9) and beyond) will be compensated at a rate of the Schedule C step plus 2.5% of step nine (9).

P. Deviations

In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of any deviation, the matter may be processed through Negotiation Procedure as set forth in Article XV.

ARTICLE VII

Teaching Conditions

A. Rest Room and Lavatory Facilities

The Board shall make available in each school, rest room and lavatory facilities exclusively for staff use and one (1) room appropriately furnished which shall be preserved for staff use as a lunchroom and lounge.

B. Telephone and Computer

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

C. Vending Machines

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

D. Adequate Parking Facilities

Adequate parking facilities with appropriate lighting shall be made available to teachers for their own use.

E. Equal Opportunity Facilities

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, disability or national origin, and to seek to achieve full equality of educational opportunities to all pupils.

F. Equipment and Maintenance of School by Board

The Board recognizes that appropriate texts, Media Center facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers and printers and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

G. Lunch/Breakfast Supervision

The Board shall provide supervisors for elementary students in their activities during the lunch and breakfast period. These supervisors shall be responsible for the students eating lunch and breakfast and during the activity period where the student activities are confined to the school building or are on the playgrounds. If a teacher is used as a supervisor, there shall be at least one (1) teacher for every fifty (50) students who remain at school for the noon period. This responsibility may be offered to non-certified personnel and be offered but not assigned to tenure teachers. It shall not be offered or assigned to non-tenure teachers. If a tenure teacher shall accept the responsibility the teacher shall have at least a thirty (30) minute period free from

responsibility during the noon period. The salary for this responsibility shall be uniform in all buildings. If the Board wants certified personnel to accept the responsibility, the salary should so indicate.

H. Office Equipment

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

I. Placement of Special Needs Students

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

J. Paraeducators

Recognizing that the use of paraeducators is beneficial to the educational process, as the teacher can be released from many non-teaching activities to direct more attention to those activities which are related directly to instruction, the Board agrees to employ paraeducators, to the degree it is financially feasible. The Board further agrees that these paraeducators who are employed to assist teachers and students in the current individualized programs, are integral and essential to the success of that program. The Board will provide a substitute when the paraeducator is mandated by law or by the IEP. To the degree possible, the Board will also provide a substitute for any non-mandated paraeducator who is unavailable for work.

K. Controversial Issues

1. Free Discussion

Controversial issues: Training for effective citizenship in a democracy is accepted as one of the major purposes of the Wyoming Public Schools. The instructional program established to achieve this purpose demands free discussion of issues, including discussion of those issues that may be considered controversial. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and the free access to information are among our most cherished American traditions. For the Wyoming Public Schools the policy on controversial issues is defined in terms of rights of the pupils, rather than in terms of the rights of the teachers. In the study of controversial issues in our schools the pupil has four (4) rights to be recognized:

2. Pupil Rights

- a. The right to study any controversial issue which has political, economic, or social significance and concerning which, at the student's level of maturity, the student should begin to have an opinion.
- b. The right to have free access to all relevant information, particularly those materials that circulate freely in the community.
- c. The right to receive competent instruction and an atmosphere free from bias, prejudice, and external pressures.
- d. The right to form and express opinions on controversial issues without thereby jeopardizing relations with teachers or the school.

3. Teacher Neutrality

The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The teacher should approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using classroom privileges and prestige to promote a partisan point of view.

Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and, so far as possible, only teachers of broad experience and superior ability are to be assigned subjects in which a large body of the material involves controversy.

L. List of Substitutes

The Board shall maintain a list of substitutes to meet the normal historical requirements of teacher absences throughout the year, recognizing that the Board has no control over the availability of substitutes on any given day.

M. Student Conduct

1. Procedure for Student Misconduct

The parties agree that quality learning is found where the teacher, student and parent are working cooperatively. This condition is augmented by a physical environment that is pleasant, neat and clean and in harmony with the general learning situation. All students are expected to show appropriate respect to the teacher and in like manner the school, and all teachers are expected to deal with their students in a manner that is wholly professional. In the event of student misconduct or nonconformance with school rules, a conference will be held with the parents of the student and evaluation summaries of the conference filed with the student's record. Persistent student misconduct or persistent nonconformance with school rules constitutes sufficient reason for the Superintendent to recommend to the Board that the student be expelled.

2. Self-Defense

In cases of self-defense, teachers have a right to defend themselves. For further clarification see Board Policy #4630.

N. Access/Privileges to Buildings

All teachers shall be issued card/key access for gaining admittance into the assigned building at times other than the normal school day. A teacher granted admittance in accordance with this plan shall be responsible for signing in and out of the building, stipulating (1) time of admittance, (2) rooms entered, and (3) time of departure. A teacher failing to comply with provisions of this Section shall immediately forfeit access privileges.

O. Leaving Building During Normal School Day

1. Permission

The Board hereby recognizes the desirability and right of a principal or Community Education Administrator to grant permission to an individual teacher to leave the assigned building during the teacher's normal school day subject to the following guidelines:

2. Guidelines

- a. Permission may be given only during time in which the teacher is not responsible for students.
- b. Permission may be given so that teachers may keep doctor or dental appointments after the teacher's last class.
- c. Permission may be given so that teachers may attend class or professional meetings.
- d. Permission may be given in case of personal emergency.

ARTICLE VIII

Class Size

A. Standards

Recognizing that the size of the class to be taught by the teacher is an important component in establishing a classroom environment that is conducive for teaching and learning, at no time shall a class exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students, the parties agree to abide by the standards hereinafter set forth:

1. Elementary

a. Elementary Standards

Grade Level	Class Size
DK/D1	17/20 students
Grades K-1	23 students
Grades 2-3	24 students
Grade 4	25 students
Grades 5-6	26 students
Elementary Specials	30 students

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

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

c. Overload Compensation/Relief/Split Grade

- 1) Excess membership will begin after 2 over the standard number. The teacher of the class shall be compensated for each additional student assigned beyond 2 students over the class size standard at the rate of 12.5 percent of the hourly rate per student on the teacher's class list as of the official student count day per semester times the number of student days per semester up to two (2) additional students. Thereafter, should additional excess student membership be assigned, the teacher of the class shall be compensated at the rate of 18.75 percent of hourly rate per student assigned on the official student day for each additional student beyond the initial two (2).
- 2) Instead of paying the teacher additional compensation for excess student membership, at the discretion of the Board and with the input from the WEA, the teacher may be assigned teacher paraeducator assistance (excluding health care paraeducators) of at least $\frac{1}{4}$ time for each two (2) excess students otherwise requiring additional compensation. When a teacher is assigned excess student membership, which requires additional compensation, the teacher upon request shall be consulted to discuss the classroom conditions and possible alternatives to relieve the excess condition. The final decision on assignment of students is retained by the Board.
- 3) Split-grade classes may be organized by scheduling students from two consecutive grades in grades 1-5. First/second split-grade classes are not to exceed twenty (20) students. Second/third split-grade classes are not to exceed twenty-one (21)

students. Third/fourth and fourth/fifth split-grade classes are not to exceed twenty-two (22) students.

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

2. Secondary

a. Secondary Standards

<u>Subject</u>	<u>Class Size</u>
Language Arts	25
Composition Classes	25
Social Studies	26
Mathematics	26
Science	26
Foreign Language	26
Business	26
Keyboarding	26
Industrial Arts (woods, metals, etc)	22
Drafting	24
Vocational Shops (homebuilding, etc)	17
Life Skills	26
Art	26
Physical Education	33
Health	26
General Education	26
Developmental*	20
CAD	20
Vocal Music	Unlimited
Instrumental Music	Unlimited
Online learning environments (e.g. e2020)	Unlimited students in providing each student has a computer workstation

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

- b. Online learning shall be defined as any class available through a program to enroll students in which instruction of any kind is exchanged or provided electronically via the internet, intranet, email, interactive television, virtual high school, virtual university or through other electronic media.

c. Overload Compensation

Excess membership will begin after 3 over standard number. The teacher shall be compensated for each additional student assigned beyond 3 students over the class size standard at the rate of 2.5 percent of the hourly rate per additional student per class period as of the official student count day per semester up to three (3) additional students. Thereafter, should additional excess membership be assigned, the teacher shall be compensated at the rate of 3.75 percent of the hourly rate per student assigned per class period for each additional student beyond the initial three (3).

3. Special Education Standards/Students Services

a. Elementary

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

b. Middle School and High School

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

c. Student Services

Social Workers	60
Speech Pathologist	60
Teacher Consultants	25

d. Departmentalized High School or Middle School

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

4. Special Education Overload Compensation

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

B. Mainstreamed Special Education Students

1. Class Size - Elementary

- a. To promote LRE as mandated by the Federal and State Governments, all qualified elementary special education students shall start their day in a general education classroom except as designated by the Individual Education Plan (IEP.)
- b. Special education students spending three or more hours in their assigned general education classroom will appear on the general education class list and count as full-time students (excluding specials).

- c. Special Education students spending one hour for instruction (or major portion thereof), shall be counted for class size purposes. Opening classroom activities shall not count toward class size. The total number of students at the start of the day shall not exceed a manageable number as determined by the classroom teacher and principal.
- d. Students added during the semester will be counted as per Article VIII, A., 1 & 2.

2. Class Size - Secondary

When special education students are placed in general education classrooms as determined by the IEP, provisions in Article VIII, B., 1 & 2 shall apply.

3. Team Teaching - Elementary and Secondary

The District and the Association recognize the importance of expanding and providing additional assistance for ELL and Special Education students. To promote voluntary team teaching between general education teachers and special education teachers, the established class size standards in Article VIII will not be exceeded for general education students. The number of special education students shall not exceed the State rules and regulations. Every effort will be made to keep the class size below the stated numbers.

- a. Should an overload occur (established general education standard, plus special education standards, State mandated), the overload compensation shall be determined by Article VIII and be split between the general education teacher and the special education teacher.
 - b. Both the general education teacher and the special education teacher will be responsible for classroom management, i.e. lesson plans, discipline, class instruction, etc.
- 4. English Language Learner (ELL) students shall be counted in the calculation of class size for the purpose of complying with the terms of this article as being weighted as 1.0 students. ELL students will be tested annually and the same will be considered when determining grouping plans and individual student placements.
 - 5. A special education teacher regularly assigned as a special education classroom teacher shall not serve simultaneously as a teacher consultant.

C. Teacher Input

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

D. Reimbursement

Reimbursement for excess membership under the terms of this article shall be made not later than the second pay period after the end of each semester. The excess membership count shall be confirmed on the official student count day each semester.

E. Community Education Class Sizes/Cancellation

The terms of this section are applicable only to Community Education classes. Determinations of when Community Education classes will be canceled or allowed to continue shall be made according to the following criteria:

1. Definition

The following definitions are necessary to provide clarification and consistent application of contract procedure.

- c. The minimum student numbers refer to enrollees eligible for State Aid. No student will be counted for more than one (1) FTE. Administration will determine specific programs to receive credit based first on individual students attendance; secondly, center of original enrollment; and thirdly, on teacher seniority.
- d. Attendance is defined as physical presence occurring during a count week in a specific class. When attendance is not sequential, the staff member must maintain written documentation for all absence verifying active enrollment to receive credit toward minimal number of FTE students required.
- c. A class is subject to cancellation if the number of students in attendance drops to less than three (3) during the semester.

2. High School Completion Classes

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

3. Class Size Exclusions

The following Community Adult Education programs are not subject to any specific class size language: ESL. The determination of base staffing levels will be calculated by dividing the number of students actually counted (30 day rule determination), utilizing the following denominators:

22 FTE/Staff Member (2 Base Staff)

- a. Base staffing is defined as the minimum number of instructors required by program, state requirements or administrative guidelines to provide a quality instructional experience to the students.
- b. Reduction of staff may occur if, at the end of the first two (2) weeks of each succeeding designated term, the ratio of state fundable students per teacher is less than 12 FTE to one for all other programs. Staff or staff members may be reduced in total or in part.
- c. Additional full-time staff above base will be hired at 30 ESL.

ARTICLE IX

Least Restrictive Environment

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

student's needs, and disruption of the general education setting. (504 Regulations 34CFR 300.552). To this end, every attempt will be made first to serve handicapped students in the context of a general education classroom.

A. Transition Guidelines

In order to assist handicapped students in making a successful transition from full time placement in special education classes to placement in both general and special education classes pursuant to recommendations made by an Individualized Education Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate general education classroom except for extenuating circumstances. Teacher(s) in whose classroom(s) a student may be placed shall be invited to serve on the IEPC, as well as all appropriate support staff.
2. To help implement LRE, every effort will be made by the Board of Education to provide training for general education teachers receiving special education students in their classrooms and all appropriate support staff.
3. Emergency medical/physical care can be given by teachers and/or support staff on a voluntary basis, provided that training has been provided by Board and completed. A building administrator shall provide back-up assistance.

B. Deviations

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

ARTICLE X

Contracts, Compensation and Benefits

A. Contracts

1. Continuing Contract

a. In Conformance with Law

All tenure teachers will, in compliance with state law, be considered to be on a continuing contract in this school system.

b. Memorandum to Each Teacher

In lieu of the execution of a contract each year between the Board and a tenure teacher, the Board will issue for the teacher's information and record, a memorandum which shall recite the following:

- 1) The base salary to be paid in accordance with the salary schedule set forth in Schedule A.
- 2) The appropriate classification and step on the effective salary schedule as provided in Schedule A.
- 3) Individual agreements for teachers shall include assignment and building.

2. Availability for Duty

Tenure teachers shall, in compliance with applicable statutes, indicate to the Board or its designated representative at least sixty (60) days prior to the beginning of school (that is, the first day that

tenure teachers are expected to report for duty), if they will not be available for duty. Teachers, realizing a change in their availability of service prior to the sixty (60) days heretofore mentioned, are ethically bound to give prompt notice to the Board or its designated representative.

3. Sixty Day Notice

The Board of Education shall, in compliance with applicable statutes, indicate to each probationary teacher or to each tenure teacher, as the case may be, at least sixty (60) days prior to the end of the school year, (or in case of a probationary teacher who was hired later than the beginning of the school year, at least sixty (60) days before the end of his/her anniversary year), whether or not the teacher's services are to be continued for the ensuing school year. The probationary teacher shall, within ten (10) days of receipt of the notice that his/her services will be continued, indicate to the Board or its designated representative, acceptance or rejection of a teaching position for the ensuing year. Any failure to indicate acceptance will be considered a rejection of the position offer.

4. Individual Contracts

a. Probationary Teachers

Individual contracts will be issued only to probationary teachers and for extra duties, irrespective of the probationary or tenure status of the teacher. Contracts issued probationary teachers within the system, will specify the subjects and building for teachers in the secondary grades, and the grade level and building for teachers in the elementary grades. In the middle school area, the grade level will be specified where applicable. Deviations will be permitted only by mutual consent of the parties concerned.

b. Extra Duties

- 1) Individual contracts shall be issued for new extra duty assignments only by June 15 of each year and shall stipulate the extra duties assigned and the stipend for each responsibility as provided for in Schedule B of the effective Master Contract or the contract to be negotiated effective for the ensuing year. Copies of a spreadsheet noting all extra duty assignments will be available to all members by June 30th.
- 2) Individual contracts issued for extra duties shall provide the failure to indicate acceptance of the contract by signing and returning within ten (10) days of the issuance of said contract shall be interpreted as a rejection of the extra duty assignment.
- 3) The use of riders as contract amendments for probationary or extra duties is forbidden. Any revision required in any contract, shall result in the issuance of a new contract, which shall indicate that the latest contract supercedes an earlier instrument. The latest contract shall also recite the date of the preceding agreement.

5. Teaching Year

a. Length

The teaching year shall consist of 182.5 days. First-year teacher days shall consist of 183.5 days beginning in 2004-05. First-year probationary teachers shall be compensated for the one (1) additional day before school in-service time at the Schedule D rate. The Association shall be granted two (2) hours out of the one (1) in-service day with first-year probationary teachers prior to the beginning of school, to conduct an Association in-service with said teachers. A minimum of 1098 hours shall be scheduled for instruction, as required by the State Department of Education.

b. Hours

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

c. Snow Days

Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, the scheduled student instruction days, including the timelines for marking periods, shall be advanced one weekday date on the calendar around designated holidays, break periods and parent teacher conferences to provide for make up of the canceled day. All make up days shall be without additional compensation. The Employer and the Association shall meet to discuss alternative ways to schedule makeup of the canceled instruction days, and may agree to vary from the method stated herein above by mutual agreement.

d. Snow Days/Legislation

In the event that during the life of this agreement, it becomes lawful for the purpose of State membership aid to count as hours of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as, due to severe storms, fires, epidemics, or health conditions, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Hours lost due to schools closing under this eventuality shall not be rescheduled unless otherwise required by state law to qualify for state aid.

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

e. Copies of Calendar

Copies of the school calendar, mutually acceptable to the Board and the Association, will accompany the contract or memorandum issued each teacher.

B. Compensation

1. 20 or 26 Pays

All 38 week, 182.5 day employees and full-time Community Education staff shall have the option of receiving their pay in either 20 or 26 equal installments. Dual employment bargaining unit members shall have the option of receiving their pay in either 22 or 26 equal installments. All employees intending to retire at the end of the current school year must elect the 20-pay basis, because of the necessity of complying with Social Security and the Michigan Public Schools Employees' Retirement Program. The election of a choice of pay periods, once elected, is irrevocable for that year. All pay period requests must be submitted on the proper forms to the Personnel Office by the Friday following Labor Day. No request will be considered after that date. New employees contracted after the beginning of the school year will be paid on the 20 pay period plan only. All part-time shared-time staff members will be paid on the 20-pay period plan only.

2. Computerized Payroll

The use of the computerized payroll system occasionally presents a problem. The problem arises from the process of dividing the contractual salary by the number of pay periods, which results in a quotient, which is the amount of the biweekly salary. On the final payroll, the biweekly salary amount may be different from the preceding amounts since the salary is not always evenly divisible. In such instances, it is understood that the Board of Education will have no liability for annual contractual salary balances in amounts of twenty-five cents (25¢), or less.

3. Extra Duty Pay

Teachers having extra duties that are seasonal in character shall receive their remuneration for that activity at the conclusion of the season or activity concerned. Teachers having extra duties that are continuous throughout the school year shall have the option of receiving the remuneration for the activity or activities in a lump sum at the end of the school year, or may receive the amount of their entitlement in biweekly installments corresponding to their choice of pay option. Any staff member wishing to have an extra duty spread across 26 pays must submit a written request prior to the second day of school.

4. Payroll Changes

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

5. Copies of Contracts

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

6. Salaries

The salaries of teachers in the K-12 program covered by this Agreement are set forth in Schedule A, which is attached to, and incorporated into this agreement. The salary schedule for extra duties are as set forth in Schedule B. The salaries for one-half (1/2) time teachers in the K-12 program are as set forth in Schedule C. In Community Education, full-time teachers with regularly scheduled hours in ESL

and Shared-Time shall be paid on a salary basis prorated as to the proportion of assignment according to the rates set forth in Schedule A. Full-time teachers with irregular or variable hours, such as scheduled day and nighttime high school completion classes, shall be paid on an hourly basis according to the rates set forth in Schedule D. Part-time teachers will be paid on an hourly basis in accordance with Schedule A. Community Education teachers will receive their first paycheck no later than three (3) weeks from their first day of work. The paycheck will be based upon the time worked during the two-week period ending the Saturday before the paychecks are issued.

7. Retirement

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

8. Compensation for Time Beyond the Normal School Day

a. Time beyond 8 hour day

Except for Community Education, teachers shall be compensated for any time spent beyond the eight (8) hour day for any school activity assigned to the teacher by the principal on any school day unless such activities are provided for in the Extra Duty Pay Schedule of this Contract. Compensation shall be paid at the hourly rate of Step 0 Class I.

b. Paid Activities

These rates shall apply for substituting, curriculum writing, summer school, driver's training, extended Kindergarten conferences as approved, after school tutoring and homebound K-12.

c. Community Education/Recruitment

These rates shall also apply for Community Education teachers where specified. Whenever recruitment is required of Community Education teachers, they shall be compensated for the recruitment at their regular rates of pay. Whenever recruitment is offered but not mandatory, teachers may agree to accept recruitment duties and be paid at the hourly rate offered by the Community Education administration and voluntarily accepted by the teacher. Refusal of voluntary recruitment shall not be utilized in teacher evaluations. Curriculum hours, substitutes, summer school, drivers training (capped at the 2003-2004 rate), and kindergarten conference time shall be paid at Class I, step 0 base.

d. Additional In-Service Compensation

- 1) Teachers shall be paid for time in attendance at any jointly approved additional in-service beyond that scheduled in the school calendar, at two thirds (2/3) of the hourly rate of Step 0 Class I of Schedule D.
- 2) Additional salary amounts due teachers under this provision will be certified by the building principal in time for inclusion on the payroll. (Teachers assigned classes commencing at 7:00 o'clock a.m., are not required to attend staff meetings but it is expected that the Principal will communicate to such teachers the import and content of staff meetings).

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

9. Compensation Time

Scheduling of compensation time will be done in each building or program.

- a.** Effective with the 2010/11 school year, accrued compensatory time must be cashed out at the Schedule D rate as it is earned.

- b. Comp time may not be used for retirement earlier than the last contract day (i.e. no early retirements).
- c. Compensation time may be earned for most school related activities, but must be approved by the Principal or Director prior to accrual.
- d. Current camp language is maintained.
- e. Payout for accumulated comp time will be made at the rate outlined in Schedule D upon the teacher's resignation, retirement, or death.
- f. Compensatory time that was earned prior to the 2010/11 school year must be used in increments of ½ day (i.e. 3 hours).
- g. Use of current accrued compensatory time must be submitted at least two (2) days in advance of use and contingent upon a qualified substitute having been secured and subject to the Personal/Business Language outlined in Article XI(D).

10. Duty Limits

Teachers shall not be required to perform school duties on Saturday, Sunday or holidays, unless such duties are covered by Extra Duty Contracts.

11. School Camp

In addition to the subsistence furnished at the school sponsored camps, each teacher remaining at the camp overnight, shall receive in addition to base salary, the sum of one hundred dollars (\$100.00) or two (2) days compensatory time at the teachers discretion for spending nights at a full camp program of four (4) days. Those spending less than the full four (4) days shall receive twenty-five dollars (\$25.00) or one-half (1/2) day compensatory time per day at the teacher's discretion. Camp Coordinators will receive an additional stipend of \$500 (2 per building). In the event that the compensation to staff will jeopardize the existence or continuation of the program, the Association will consider a waiver of the additional compensation requested.

12. Pre and Post Student Attendance Days

Returning teachers shall not be required to report more than three (3) scheduled working days prior to the beginning classes in the fall, or to remain more than one (1) day after classes end in June.

13. Credit for Outside Experience/Degrees

Teachers joining the Wyoming Public Schools in more than one-half (1/2) time capacity may be placed on the salary schedule in their proper classification, and on the step through five (5) whose number corresponds to the number of years of teaching experience outside the system. Teachers in the trade area may be granted up to ten (10) years for full-time work related experience.

14. Payroll Information

Each teacher shall be responsible for signing the payroll report, listing days present, days absent, dates of absences and nature or absence.

15. Automobile Use/Travel (This language is suspended for the duration of this agreement.)

a. IRS Rate

All teachers required to use personal automobiles for school business shall be reimbursed at the mileage maximum nontaxable rate allowed by the IRS regulations.

b. Travel Between Buildings

A teacher whose regular assignment involves travel between two (2) or more buildings shall be paid a base amount of \$100.00 or mileage, whichever is greater. Any amount due and payable under this program is to be paid in two (2) installments.

16. Payroll Deductions

The Board agrees to make payroll deductions, if applicable, for the following: The Lake Michigan Teachers Credit Union, MESSA Insurance, MEFSA options, Association Dues, and Tax-Deferred Annuities, and any or all State Retirement Board tax-deferred credit-service purchasing plans. Payroll deductions authorized by the Board, but not specified in this Agreement, shall be supported by properly executed authorization slips.

17. Part-Time Teachers

a. Part-time teacher contracts shall be equated as follows:

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

A part-time teacher desiring a vacant full-time position will receive consideration including an interview prior to hiring outside. Part-time teachers recognize there is no contractual guarantee for full-time employment.

b. Homeroom assignment for part-time teachers will be compensated annually at 3% of base (Classification I).

- 18.** The Board shall provide athletic tickets to all Wyoming Public School teachers and a guest. The teacher understands that there is a responsibility to insure the safety and security of all participants, and may be asked to assist in crowd control. The Board may also withhold tickets for specific misuse or inappropriate behavior. The Board will consult with the Association regarding the denial of tickets.

C. Insurance

1. Choice of Benefits

Each full-time teacher may elect insurance coverage according to one of the options, MESSA Plan A or Plan B, as defined herein below with an annual Employer contribution capped at \$15,000:

- a. PLAN A:** MESSA Choices II with XVA2 Rider, Saver Rx (beginning 9/1/11), 100/200 Deductible, \$10 office visit copay
Delta Dental 100/100/100/90 (Cap of \$2,500 per year)
Orthodontic Services with adult rider (\$2,500 lifetime maximum)
Vision VSP3
\$45,000 Life Insurance
LTD insurance at 66-2/3%, \$4,500 monthly maximum with 90 day waiting period (modified fill).

- b. PLAN B:** Elect no insurance plan. Cash in lieu amount to be set at 50% of the Plan A single benefit package.

- c.** Employee premium contributions to be paid through a Section 125 pre-tax account. Employees will be responsible for 15% of the insurance premium or cost beyond \$15,000 annual cap on insurance, whichever is least costly to the District.

- d. The district shall establish flex accounts for beginning unit members for medical expenses. Medical Flex accounts will align with calendar year (January 1 - December 31).
- e. The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

The parties also acknowledge that the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant. In that event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting of support services as the result of such bidding.

2. General Insurance Information

The benefits delineated herein above shall be according to the coverage provided by MESSA for the option selected by the teacher. The Board shall supply insurance information for coverage including applications and claim materials. Insurance coverage for teachers shall be on a twelve (12) month basis from September through August. Any teacher commencing employment with the Wyoming Public schools after the open enrollment period (September only) shall be granted insurance coverage subject to acceptance by MESSA. Any teacher taking salary over twenty (20) pays will receive continuous insurance coverage for the entire twelve (12) months. However, the teacher must contribute their own share of any premiums due, if applicable, to cover the period from June to September.

3. Part-Time Teacher:

Current part-time teachers selecting:

- Plan A will be responsible for paying insurance benefits that are directly proportional to the level of employment and are also responsible for the negotiated percentage paid by all employees in (X,C,1,c)

EXAMPLE: A teacher working a .60 fte schedule will be responsible for 40% of benefits, plus the 15% that all teachers are responsible for, resulting in a 55% contribution for the teacher in this case.

- Plan B will receive cash in lieu pro-rated based on employment status.

4. Community Education

Beginning with new hires in 2004-2005, Community Adult Education teachers shall be entitled to full insurance coverage or cash in lieu benefits as outlined in X.C.1.c. Employees working less than full time will be eligible for a prorated payment of the MESSA Choices II premium amount. The prorated amount shall be determined based on the number of hours scheduled compared to a full-time teacher in the K-12 program.

D. Loss or Damage to Personal Property

The Board shall reimburse a teacher for loss, damage or destruction of their own personal property used in the course of provided instruction while on duty for the school. This obligation shall extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked in the designated parking area on the school premises, provided such automobile is equipped with a fully enclosed body, the property was left in a locked enclosure out of view unless prior approval is obtained otherwise, and the loss is a direct result of forcible entry into the fully enclosed body, the doors and window of which shall have been securely locked. Damage to a teacher's automobile due to vandalism or malicious acts related to employment while the automobile is parked in a designated parking area on the school premises, shall be covered under the limits of this provision. This obligation shall not encompass wear, tear or gradual deterioration of property or loss of money. The Board shall be obligated to pay for such loss, damage or destruction in an amount greater than twenty-five dollars (\$25.00) but not to exceed two hundred fifty dollars (\$250.00) This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the teacher and shall be payable only after the teacher has first exhausted all possibility of collecting for such loss either under the teacher's own insurance, or from the person involved, if any. Written report of the loss shall be submitted to the building principal within forty-eight (48) hours of the time sustaining such loss, weekends and holiday excepted. The written report shall provide sufficient evidence to support the proof of loss. In cases of damage, theft or vandalism a police report must be filed and the teacher must cooperate with the authorities and the Board in any investigation, prosecution or action to determine the person responsible and obtain recovery. No reimbursement for items under \$25.00 will occur. Vehicle must be repaired and proof of completion (i.e. invoice) provided to district prior to compensation.

E. Injury in the Line of Duty

If a teacher is injured while in the line of duty, the balance of medical or hospital care not covered by Worker's Compensation or hospitalization insurance will be furnished by the Board, at a designated hospital. Any wage differential between Worker's Compensation and salary will be reimbursed by the Board for the contractual year in which said injury occurs following depletion of leave time.

F. Designation of Beneficiary

Each teacher of the Wyoming Public Schools is personally responsible for designation of a beneficiary to receive payments or benefits under the teacher's contribution to the Michigan Public School Employee's Retirement Fund. Any change in family or dependent status should be sufficient reason for the teacher to nominate a new beneficiary. Beneficiary cards may be obtained at the Central Administration Office.

G. Reimbursement for Conference Expenses

1. Request For Reimbursement

Request for reimbursement of conference expenses shall be made through the building principal at least two (2) weeks prior to the date of the conference. Request forms are to be prepared in duplicate, both copies to be transmitted to the Assistant Superintendent for Instruction for his/her perusal. The duplicate copy is to be filed with the Business Office upon return from the conference as part of the claim for reimbursement of expenses. All receipted bills for expenses incurred must be filed with the claim for reimbursement. This clause is not to be construed to refer to M.E.A. Regional Conference days or area regional meetings of the Michigan Education Association.

2. Reimbursable Expenses

Reimbursement of such expenses shall be in accordance with the following plan:

- a. A detailed expense report must be filed in the Business Office including supporting receipts.

- b. Lodging at the prevailing hotel or motel rate.
- c. Meals at actual cost, but not to exceed 1.06 times the hourly rate. No reimbursement is allowed for a meal at the home starting point of a trip.
- d. Transportation is to be provided in school-owned automobiles if such equipment is available. If school-owned transportation is not available, and private conveyance is used, transportation will be reimbursed at the current rate per mile. Transportation, particularly if extended travel distances are in prospect, should be by public carrier with reimbursement at the cost of fare, less federal tax. Parking, storage costs and toll fees are reimbursable. The mode of transportation must be approved by the Business Office before the date of the conference.
- e. Conference and convention fees and materials are reimbursable.
- f. State and local taxes for lodging and meals are to be reimbursed.

H. Tuition Reimbursement (This language is suspended for the duration of this agreement.)

Tuition reimbursement shall be shared by the teacher and the Board for the successful completion of academic courses taken during the period from July 1 to June 30, of each year subject to the following provisions:

1. Graduate Work

Reimbursement shall be made for tuition for graduate course work as specified in this Article for courses taken after receiving the continuing certificate. Work taken prior to receiving the continuing certificate will be reimbursed up to a maximum of six (6) hours, but only after receipt of the continuing certificate. This provision shall not apply to teachers hired effective the 2004-05 school year and beyond.

2. Rate

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

3. Maximum hours toward MA Degree

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

4. Maximum Hours After M.A. Degree

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

5. Time Lines

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

6. Documentation for Payment

- a. Evidence must be submitted to the Superintendent or his/her designated representative, indicating the successful completion of courses. Claims for reimbursement must be filed within ninety (90) days of the termination of the course. Summer school reimbursement will be made after teaching commences in the fall.
- b. Proof of classification changes must be submitted to the Personnel Office prior to the 1st payroll in September for full-year credit, and the 1st payroll in January for one-half year credit.

7. Other Course Work

At the discretion of the Board of Education, reimbursement may be made for all or part of the cost of technical and/or other non-academic classes for laboratory work, undergraduate courses, at either an accredited college or at a technical school.

8. ESEA/NCLB Classes

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

I. School Improvement Stipends (Refer to Schedule B Table for revised allocations.)

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

J. National Board Certification

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

ARTICLE XI

Leave Provisions

A. Paid Sick Leave Use

At the beginning of each school year, each Day School program and Community Education employee will be granted paid leave time to be used during the employee's regular work year as protection against loss of pay due to absences which are necessary because of the personal illness or accidental injury of the employee or the employee's immediate family or household members, bereavement or emergency leaves. This protection

against loss of pay shall include preparation time. In addition, up to thirty (30) paid leave days may be used by an employee upon adoption of a pre-school child or up to fifteen (15) paid leave days for paternity leave. Leave for adoption or a planned and or foreseeable leave for instructional staff member will be subject to the Family Medical Leave Act provision. "Immediate family" is defined as spouse, parents and those who stand in their stead, grandparents, brothers, sisters, children and grandchildren. "Household member" is defined as a person established and living on a continuing basis with the employee as a resident in the teacher's household. Use of paid leave to attend to illness or injury of the employee's immediate family or household members, is limited to not longer than ninety (90) days in connection with the same incident or occurrence. An incident or occurrence is defined as a separate and distinct period of incapacity, which may or may not be related to the same disease or condition. Bereavement shall apply to any member of the employee's immediate family or household for the time necessary to attend to family obligations, and a reasonable time to recuperate from the loss of a family member or household member. Bereavement shall also apply to any person to whom the employee feels an obligation either through friendship or relationship to attend the funeral or memorial service. "Emergency" shall be defined as an unforeseen circumstance that requires the immediate attention of the employee and cannot be held in abeyance until after scheduled work time. In such a circumstance, the employee shall make all reasonable attempts to secure the situation and proceed to work as soon as possible. Paid leave may be denied for emergency purposes after chronic use in circumstances, which could be prevented, by proper maintenance or alternative arrangements. An employee absence because of mumps, scarlet fever, measles or chicken pox, contracted while teaching, shall suffer no loss of compensation and shall not be charged with paid leave time for the first two (2) weeks of absence due to contracting the disease. Employees anticipating use of paid leave time shall notify the Personnel office as soon as possible. All paid and unpaid leaves will run concurrently with Family Medical Leave Act leaves, where applicable.

B. Number of Days and Accumulations

Each Day School program employee will be granted fourteen (14) days of accumulated leave time each year. Each community education employee will be granted leave time on the basis of ½ hour of accumulated leave time for each six (6) hours scheduled to work (both teaching and preparation time) to a maximum of 112 hours for the year. The paid leave time is available for use when the employee begins the scheduled assignment as authorized. The paid leave time granted at the beginning of each school year will be prorated for employees working less than full time or less than a full work year. The paid leave time granted at the beginning of each school year shall be deemed to be earned on a prorated basis for at work attendance on a continuing basis through the scheduled work year of the employee. Severance of the employee prior to having earned all of the days granted at the beginning of the school year shall result in an adjustment of days accumulated on a prorated basis. No adjustment will be made for employees who exhaust all accumulated leave days and are subsequently forced to take a medical leave of absence. The unused paid leave time from the amount granted at the beginning of the school year shall be accumulated by the employee without limitation. Teachers must be actively employed at the start of the school year to receive allocation of days.

1. All absences, absent an emergency, must be posted in AESOP by the teacher at least one hour prior to report time.
2. Leave must be taken in ½ day increments.

C. Retirement/Severance Pay

1. Employees will receive compensation into a 403(B) plan of the employee's choice from the District's approved vendor list (VERP participants fall under the VERP Letter of Agreement), for unused accumulated leave time at the time of separation or retirement, provided they have been employed a minimum of ten (10) years and have provided district administration at least sixty (60) days notice of intent according to the following table: The sixty (60) day notice requirement may be waived due to circumstances beyond the employees control.

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

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

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

Plan A

Following options:

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

Plan B

Will remain same until August 31 – will keep on receiving cash in lieu of benefits until August 31.

3. The Board reserves the right to deny severance compensation to any employee who is terminated for cause. Upon the death of an employee, the severance compensation will be paid to the employee's estate.

D. Business Leave

An employee may use three (3) paid leave days each school year as business leave days. The business leave days are available only to conduct affairs of a business or legal nature that cannot be done at any other time, which does not interfere with teaching duties. Application for such leave must be made at least seven (7) days prior to the leave day, if possible, to the Superintendent or the Superintendent's designee. Business leave days not used shall not be accumulated from year to year. The business leave days shall be deducted from the accumulated paid leave of the employee.

Personal/Business Leave cannot be used on the first or last day of school or immediately preceding or following a break in the school calendar (examples include but are not limited to Thanksgiving, Winter Break, Mid-Winter Break, and Memorial Day Weekend).

E. Special Leave

1. Employees who have an accumulation of forty (40) or more leave days at the time of the request for leave may take one (1) day of paid leave absence each year as a special leave day. Employees who have an accumulation of one hundred (100) or more leave days at the time of the leave request may take two (2) days of paid leave as special leave days. For each special leave day taken, two (2) paid leave days shall be deducted from the employee's accumulated leave days.

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

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

2. Application for such leave must be made at least seven (7) days prior to the leave day, if possible, to the Superintendent or the Superintendent's designee. The number of special leave days available for use by the employee shall not exceed two (2) each school year and any days not taken in the school year shall not be accumulated from year to year. No more than eight (8) members of the bargaining unit shall be granted special leave days on any given day. Such leave shall be granted only if a qualified substitute is available and secured. Such leave days shall not be used in conjunction with leave without pay immediately prior to or following a break in the school calendar. Such leave shall not be used to extend business leave.
3. Each building School Improvement Team shall develop a system whereby teachers may use one (1) special leave day to extend a break in the school calendar. Each building will submit their plan to their staff by October 1. To be eligible, a teacher must have an accumulation of forty-eight (48) leave days at the time of the request. The system shall recognize that a qualified substitute must be available in order to grant the requested date. The number of staff in a building using a given date will be limited to the number of teaching staff in that building (including all special teachers who receive their paycheck at that building) divided by five (5) per occasion (result rounded to the nearest whole number). The Superintendent or his/her designee may deny any request for just cause.

F. Leaves Not Chargeable

Leaves for the following purposes shall not be chargeable to accumulated leave time:

1. When an employee is summoned for jury service, except, that the combination of the remuneration for jury duty and the employee's salary shall not exceed the employee's normal salary.
2. Court appearances as a witness in any case connected with the employee's employment or the school.
3. Visitation at other schools authorized by the Superintendent of Schools.
4. Attendance at dedications, or other ceremonies as a representative of the school
5. Conference attendance.
6. Requests for leave under this Article shall be submitted to the Principal, Community Education Administrator, or immediate supervisor for transmittal and approval of the Superintendent or the Superintendent's designee.
7. The first five (5) days of absence due to a job-related injury.

G. Paid Leave Restrictions

Use of paid leave shall be subject to the following provisions

1. Approved leaves without pay shall be deducted from the employee's salary at the daily rate of the employee on the day of absence.
2. An employee who misrepresents or misuses accumulated leave time will have said salary reduced by the employee's daily rate for each day misrepresented or misused and be subject to appropriate disciplinary action.

3. Employees under suspension or subject to dismissal proceedings forfeit claim to compensation under Article XI,c.
4. In cases subject to Worker's Compensation Law, such leave may be used to supplement the compensation benefit received so that the total amount paid an employee will equal but not exceed the regular salary for the period of absence from the employee's assignment.

H. Application for Leave

Written application for leave of absence without pay is to be made to the Superintendent, or his/her designated representative, with confirming approval by the Board of Education. Action of the Board of Education is required within a reasonable period subsequent to the receipt of the application. There is to be no reimbursement for any portion of the teacher's salary while on such leave. Any teacher on a leave of absence shall not forfeit his/her accumulated leave days.

I. Unpaid Leaves Available

Upon the submission of a request by a teacher, the Board shall grant a leave of absence for the reasons and under the conditions as follows:

1. Disability Leave: Any teacher who has exhausted available paid leave days, upon written request, shall be granted a leave of absence without pay for one (1) full school year. Leave may be extended for an additional year upon application.
2. Military Leave: Military Leave of absence shall be granted to any teacher who shall be called or inducted to active service for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service in the school system. Volunteers shall not receive benefits beyond their first (1st) enlistment. No provisions of this Agreement shall be applied to a person separated from the military service for other than honorable reasons.
3. Association Officer's Leave: Teachers who are officers of the Association shall be eligible for leave of absence of up to one (1) year to perform the duties of their office.
4. Teachers shall be granted a childcare leave to attend to the birth of their child or the adoption of a child under the age of six years.

J. Unpaid Leave Conditions

All leaves in Article XI, H. and Article XI, I. shall be subject to the following conditions:

1. Except in emergencies, which preclude such notice, the Assistant Superintendent or Director of Community Education shall be provided notice of request for leave sixty (60) days in advance.
2. All leaves shall be for the remainder of a semester of the school year, or full semester or school year at the option of the teacher, unless otherwise arranged with, and approved by, the Assistant Superintendent or Director of Community Education.
3. Prior to returning from leave, the Superintendent's designee or director of Community Education may require a physician's statement regarding the teacher's fitness to perform the essential functions of his/her assigned position when the leave is related to a disabling condition.
4. Upon return from leave, teachers shall be placed on the same position on the salary schedule to which the teacher was entitled at the effective date of the leave.

5. Upon return from leave, teachers shall be placed in a position subject to the provisions of Article V.
6. All leaves of absence may be extended upon request by the teacher and approval by the Board of Education.

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

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

K. Sabbatical Leave

Sabbatical leave of absence may be granted to any teacher employed by the Board of Education, upon the recommendation of the Superintendent of Schools and subject to the approval of the Board of Education, when the professional competence of the teacher and the general welfare of the public schools will be so benefited. Any teacher shall be eligible to apply for sabbatical leave subject to the following conditions and requirements:

1. The applicant must hold a life, permanent or continuing certificate.
2. The applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the district. Absence from service in the district for two (2) years under a leave of absence without pay, granted by the Board of Education, shall not be deemed a break in the continuity of service required by this Section and shall be included as one (1) year of service in computing the seven (7) consecutive years.
3. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
4. As a condition to receiving final approval for a sabbatical leave, a teacher shall file with the Secretary of the Board of Education, a written agreement that he/she will remain in the service of the district for a period of two (2) years after the expiration of said leave. (See following Sections for conditions governing default of this Agreement.)

L. The Following Additional Conditions Shall Prevail with Reference to Application for Sabbatical Leave:

1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a teacher qualified to assume the applicants' duties.
2. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise agreed upon by the Superintendent, the Board of Education and the applicant for sabbatical leave.
 - a. Approval for an application for sabbatical leave shall be made by a committee comprised of the following: (a) the applicant's principal, (b) one (1) administrator, (c) one (1) board member, (d) one (1) member of the WEA appointed by the Association President, and (e) one (1) fellow teacher chosen by the applicant.

M. Requirements and Status While on Sabbatical Leave are Defined as Follows:

1. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one-half his/her full salary and full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

2. Payment to a teacher on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment of salary to other members of the professional staff, except that upon the teacher's request, the payroll department shall mail the employee's check to any designated bank for deposit therein in the teacher's account.
3. A term of sabbatical leave shall entitle a teacher to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
4. Any teacher on sabbatical leave shall not forfeit his/her accumulated leave days. Any teacher not returning to the system at the end of his/her sabbatical leave shall forfeit all accumulated days.
5. A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.
6. Any teacher granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of education, and the teacher shall agree upon in writing.

N. Status Upon Returning from Sabbatical Leave:

1. At the expiration of a sabbatical leave, the teacher shall be restored to their position or to a position acceptable to the returnee subject to the provisions of Article V. Seniority shall accrue during sabbatical leave. Upon return from the sabbatical leave, the teacher shall be placed at the position on the salary schedule to which he/she was entitled at the effective date of the leave.
2. The teacher who is hired as a substitute in place of the teacher on sabbatical leave shall only be hired with the understanding that the person on sabbatical leave will be given the position upon his/her return. The above statement refers only to a tenure position.
3. When an employee completes the planned program of the leave, but does not return to service in the Wyoming Public Schools, he/she shall within two (2) years repay the Board of Education the amount received by him/her during the sabbatical leave.
4. If the employee does not remain in the Wyoming Public School District of the City of Wyoming for two (2) years immediately following his/her sabbatical leave, he/she shall within two (2) years repay the Board of Education an amount of money which will bear the same relation to the amount granted as the expired period of service bears to two (2) years. This rate does not apply in cases wherein the person becomes incapacitated to work, or in cases where the rule is waived by the Board of Education.

- O.** All qualified employees having previously accumulated years of service in the Wyoming Public Schools shall be given full credit for that service.

ARTICLE XII

Teacher Evaluation and Tenure Procedure

Introduction:

The parties agree that the primary goal of evaluation is the improvement of instruction. The purposes of evaluation are to enable teachers to acquire specific techniques and/or resources for improvement, to identify areas of improvement if necessary, and to provide information which may determine the employment if necessary, and to

provide information which may determine the employment status of the individual teacher. The evaluation process must be done according to the following express procedures so as to assure the fairest and most beneficial evaluation of the teacher. Furthermore, the Administration and the Association recognize the special needs of the probationary teacher. To this end each probationary teacher will be assigned a new teacher mentor as delineated in this Article.

For the duration of this contract, the W.E.A. and the Board will continue to work together to align this evaluation process with the School District Mission Statement/School Improvement Process. Any changes in contract language and/or forms must be mutually agreed upon before implementation. Any tenured employee who has not opted for Track II through mutual agreement with the administrator by October 1, will be in Track III. An employee, who has not submitted a Development Goal Plan (DGP) by October 1, will be in Track III. It is recommended that all tenured teachers be evaluated with Track III at least every three (3) years.

A. General Principles:

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. There shall be no use of audio/video recording devices in the monitoring or observation of the work performance of a teacher without prior written consent of the teacher.
2. The teacher shall have the right to review his/her file in the presence of an Administrator of the Central Staff. The file is to include all written information concerning the employment of the teacher while employed by the Wyoming Public Schools. A representative of the Association, at the option of the teacher, may accompany the teacher in such review. A written statement, for inclusion in the personnel files, may then be made by the teacher in regard to materials that were not signed by the teacher. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
3. Pursuant to the standard of just cause, the Board shall adhere to a program of progressive or corrective discipline. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
4. No teacher shall be disciplined, reprimanded or reduced in rank or compensation, except for reasonable and just cause. Any such disciplinary action, reprimand or reduction in rank or compensation, including adverse evaluation of teacher performance asserted by the Board, or any agent or representative thereof, shall be subject to the Professional Grievance procedure hereinafter set forth.
5. The teacher should review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. The teacher may submit any written statement in regard to such materials for inclusion in the personnel files.
6. The Performance Evaluation Model (Appendix A) further outlines the evaluation process. Either party (WEA or Board) may request to review/modify this evaluation process throughout the duration of this contract.

B. Procedure:

1. **Track II**
It is recognized by the parties that instructional improvement is most likely to occur when the individual teacher identifies areas for improvement in his/her own performance, and identifies a plan

to carry out that improvement. Satisfactory tenure teachers are responsible for developing a yearly Development Goal Plan (DGP). The administrator will confirm receipt of this plan in writing by the first school day of October each year. The plan may include requests by the teacher for the assistance of the administrator or peers. The plan may include an evaluation by the administrator, but this is not mandatory. Administration will provide the teacher with a mid-year review of student growth data. The teacher may request a meeting with administration to analyze this data

2. Tracks I, III and IV

- a. The individual teacher or the administrator may initiate Track IV. If the administrator initiates Track IV, he/she will state the concerns to the teacher, which led to the decision. An administrator may place a teacher on Track IV only after two consecutive ineffective observations. Track IV is meant to create a plan of assistance.

The district will notify the WEA President of any teacher given an Ineffective evaluation or placed on an individualized plan of assistance.

- b. Non-tenure teachers shall be evaluated via Track I as per Tenure law

- c. **Mentor Teachers**

Any teacher on Track I or Track IV shall be eligible to receive assistance from a WEA appointed teaching mentor. The final decision will be determined mutually by the building administration and the WEA.

- d. **Timelines**

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

- **Orientation** – Administrator will review all evaluation materials and timelines with staff by October 12.
- **First and Second Observation(s)**
 - 1) Pre-Observation Conference must be scheduled at least two days prior to meeting and shall be no longer than 15 minutes
 - 2) Observation must be scheduled at least three days prior to occurring. Administrator will observe teacher utilizing the Domains/Standards/Competencies outlined on the Observation Rubric for a duration of no less than 30 minutes.
 - a) No formal observation will be scheduled the day before or after vacation, without the agreement of the teacher, or after a leave of absence.
 - b) If an observation must be rescheduled, a minimum notice of one work day must be given (Pre-Observation Conference form needs to be redone only if the rescheduling is due to teacher request)
 - 3) Post-Observation Conference must occur within 10 business days of observation.
 - a) Teacher may complete and submit to the Administrator the Post-Observation Conference tool prior to post-observation conference
 - b) During the post-observation conference, teacher and administrator will discuss Post-Observation Conference tool and review written results of observation as documented in the Observation Rubric and Summary Rating Form.

- c) Negative comments on the performance and evaluation of a teacher shall be fully discussed with the teacher, and ways to overcome deficiencies shall be explored mutually between the teacher and the administrator. Unresolved problems will be incorporated into a plan of assistance.
 - d) Teacher will sign completed Summary Rating Form. Signing does not constitute agreement but acknowledges that the post-observation conference was held.
 - e) In the event that the teacher feels his/her evaluation was incomplete or unjust, within ten business days following the post-observation conference, the teacher may put his/her objections in writing and have them attached to the Summary Rating Form to be placed in the teacher's personnel file. All evaluations shall be based upon Observation Rubric.
 - f) All reports shall be discussed thoroughly with each teacher before they are submitted to the Superintendent and shall bear both the signature of the principal and the teacher.
 - 4) Track I & IV teachers will have two (2) observations by winter break.
 - 5) Second observation for Track III teachers is at the option of the administrator provided it is completed by May.
 - **Student Growth Data Review**
 - 1) Administration will provide the teacher with a mid-year review of student growth data. The teacher may request a meeting with administration to analyze this data.
 - **Third Observation** (as needed for Track I and/or IV Teachers)
 - 1) Repeat steps a-e following first and second observation format.
 - 2) Track I teacher's Third observation must be completed by the third Friday in March.
 - 3) Track IV teacher's Third observation must be completed by the last Friday in April.
 - **Evaluation Summary Conference (All Tracks)**
 - 1) Each teacher's final evaluation of the year shall include the Evaluation Summary and Student Growth Data and must be completed by May 15.
- e. **New Teacher Mentor**
- 1) New teacher mentors are to be selected from current tenured teaching staff or from retirees, either administrative or teacher. To the extent possible, new teacher mentors will be selected at the close of the previous school year.
 - 2) The building principal/director and the WEA will by consensus mutually agree upon the appointment of a New Teacher Mentor from within the building for each probationary teacher. If possible, the New Teacher Mentor would teach the same subject area or the same grade level as the probationary teacher. The New Teacher Mentor will serve in an advisory capacity only.
 - 3) At the request of either the probationary teacher or the New Teacher Mentor, a New Teacher Mentor may be appointed by the Principal/Director.
 - 4) The New Teacher Mentor is to aid the probationary teacher in becoming familiar with the building procedures, acquainting him/her with adult personnel in the building in which he/she is teaching, and offer aid whenever possible in helping the teacher adjust to his/her teaching assignment.
 - 5) In the event a teacher receives an Ineffective on Track I, the Teacher Mentor would be assigned. The Teacher Mentor shall be a member of the bargaining unit or a retired teacher.

- 6) A list of volunteers for mentor positions will be collected during the spring of each year. The criteria for the selection of the mentors from this list should include:
 - a) Department/Grade of the mentee
 - b) Tenure teacher
 - c) A Master's Degree
 - d) In lieu of a Master's Degree, a candidate that has successfully completed graduate class work equal to 30 hours or the last term of MA degree may be appropriate.
 - e) All mentor appointments without a master's degree will be determined by the Superintendent or the Superintendent's designee.

- 7) The duties of the mentor should include.
 - a) Participate with new teacher in mentor/mentee training through KISD and KCEA
 - b) Meet with new teacher on a regular basis (at least monthly).
 - c) Assist if requested in completion of paperwork including lesson plans.
 - d) Observe at least once a marking period a teaching lesson during the mentor's prep time.
 - e) To provide positive support for a new teacher.
 - f) If a mentor teacher is assigned to a 1st year probationary teacher prior to the before-school-in-service, the mentor shall make every attempt to attend the ½ day in-service (Association) with the mentee.

f. Tenure Act Procedure

Teachers whose services are being considered for termination under the provisions of the Tenure Act shall receive a registered or certified letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act.

g. Performance Evaluation Model

Copies of the official Wyoming Public Schools Performance Evaluation Model (including Forms and Rubrics) to be used for teacher evaluations, will accompany the Master Agreement in the Appendix.

ARTICLE XIII

Committees

A. S.B.D.M./School Improvement/Experimental Programs

The employer and the Association are experimenting with a wide range of educational techniques and reforms. The parties recognize that some of the experiments may conflict with the terms and conditions of the Master Agreement. Such variations are acceptable under the Agreement provided each variation is approved by the Wyoming Education Association and the District. No such variations shall be deemed precedent setting nor shall they extend beyond the life of the Master Agreement.

1. The Wyoming School Board, the Wyoming Education Association and the Wyoming Educational Support Staff Association agree to explore together a process of decision making that will deliberately place greater authority and responsibility for education and related decisions within the school itself or within the direct educational delivery unit. They will jointly explore changes in structure and procedures that will facilitate this change.

The parties also believe that in the process of this collaboration around the implementation of SBDM, there will be a growing sense of openness of communication, growing trust, and ultimately a developing ability to problem-solve well for the improvement of quality education in the Wyoming Public School System.

2. The Board of Education, the Wyoming Education Association and the Wyoming Educational Support Staff Association agree that employee participation in decision making is effective in providing positive results for education. A School Improvement Team will be formed in each building representative of teachers, non-instructional staff and when possible, parents and students in accordance with PA 25. Any changes must be mutually agreed upon by both the Board and the WEA and WESSA.

A School Improvement Team will be formed in each building representative of teachers, non-instructional staff and when possible, parents and students in accordance with PA 25 as follows:

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

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

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

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

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

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

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

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

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

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

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

3. Site based decision making will be implemented in each building and will be the responsibility of the School Improvement Team in accordance with State Law PA 25.
 - a. Each building School Improvement Team will establish their own meeting times. Any member of a building School Improvement Team will be released from their regular duties if the established meeting time conflicts with the person's regular work assignment hours, and make up the missed work time.

- b. Building School Improvement Team participation will be voluntary. Participation or non-participation on the building team will not be used as criteria for negative evaluation of the bargaining unit member.
 - 1) The Chairperson of each building Team will be chosen by the Principal.
 - 2) All other EA members of each Elementary Building SI Team will be elected by the EA staff in the building. Each WESSA member on the Elementary Building SI Team will be elected by the WESSA members in the building.
 - 3) All other EA members of each Secondary Building SI Team shall be elected by their respective departments. EA members can only be elected for a department where a majority of schedule is taught. Where EA members teach in multiple content areas, attendance at Department Meetings and Department Level Professional Development/In-service will be determined based on content where majority of classes taught with attendance being in this content area with exceptions made for teachers in new content areas or otherwise directed by the building principal. Each WESSA member on the Secondary SI Team will be elected by the WESSA members in the building.
 - 4) A procedure for rotation on/off the School Improvement Team will be established by the election process.
- c. Each Building School Improvement Team will follow the Wyoming Public Schools defined decision making procedures, as defined by the District School Improvement Team.
- d. The District SI Team shall consist of each building SI Chair, an administrator from each building, the WEA and WESSA Presidents (or designees), the Superintendent's designee, a Board member, and a representative from the community.
- 4. Any modification of the current Contract or Board policy from an SI Team must be submitted on the approved deviation form. Said modifications must be reviewed by both the Board and the WEA and WESSA.
- 5. The Board and the Associations each have the separate ability to request either a slowdown or withdrawal from any aspects of the SBDM process. Each side can exercise this option by a formal letter to the other side stating the desire to slow down or withdraw and state the reasons. There will be a cooling off period of sixty (60) days during which the sides will meet and discuss the issue, possibly using a third party consultant. Before the end of the sixty (60) days, both parties must reach an agreement on the next steps.

B. Compensation

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

ARTICLE XIV

Professional Grievance Negotiation Procedure

- A.** Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any existing rule, order of regulation of the Board, and any other provisions of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.
- B.** The procedure governing grievances shall be as follows:

Definitions:

1. A “complaint” is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2. A “grievance” is a complaint which has not been resolved and which has been reduced to writing.
3. The “aggrieved party” is the person or persons, or Association making the claim.

General Principles:

1. The primary purpose of this procedure is to secure at the lowest level possible, solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
2. Employees have the right to review their own file. Nothing contained herein shall be construed as limiting the right of any teacher with a complaint to discuss the matter informally with any appropriate member of the Administration. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided, that the Association has been given the opportunity to be present at such adjustment.
3. Both the administration and the aggrieved party want a timely and expedient resolution to the problem. An agreement to extend time lines, or suspend timelines is always possible if the two sides agree. If, however, no suspension of time lines is agreed upon, and if time lines are violated the grievance proceeds to the next level immediately. (If two time line constraints are violated by the administration the administration’s response is seen as to grant the aggrieved’s position).
4. Demotion or suspension of teachers not covered by the tenure act will be subject to the grievance procedure.

Procedure:

1. Level One

An employee or group of employees or the Association shall within 15 work days of its alleged occurrence or 15 work days from the date the employee learned of the violation, orally discuss the complaint with the building supervisor and the Representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) workdays following the discussion, the grievant may express a grievance in writing and process in accordance with Level Two, on the Grievance Form as shown in the Appendix G.

2. Level Two

Any grievance filed by an employee, group of employees or the Association must be filed within five (5) workdays from the end of Level One. The Board hereby designates for its representatives for such purposes the Principal/Supervisor in each school building and the Superintendent of Schools or designated representative, when the particular grievance arises in more than one building. The Association hereby designates the President of the Wyoming Education Association or designated representative, as the local agent for processing grievances. Within five (5) workdays of the receipt of the grievance, the designated representative of the Board shall meet with the designated representative of the Association in an effort to resolve the grievance. The affected grievant(s) may or may not be present at such meeting.

3. Level Three

If the meeting with the principal/supervisor and the parties cannot agree, the grievance shall be promptly transmitted within five (5) work days to the Superintendent, or the designated representative who shall have five (5) work days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent or the designated representative, that person will have ten (10) workdays from receipt to approve or disapprove it. If the grievance is denied by the Superintendent or the designated representative either in review of the action of the principal/supervisor, or as the initial responses, the Superintendent or the designated representative shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association. The Association shall have twenty (20) workdays to file a demand for arbitration with the American Arbitration Association.

4. Level Four

Upon the filing of a demand for arbitration, an arbitrator will be appointed under the rules of the American Arbitration Association, which shall likewise govern the hearing. The arbitrator so selected will confer with the parties and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearing. The costs of the arbitrator shall be shared equally by the Board and the Association. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator's decision shall be in writing and will set forth the findings of facts, reasons, and conclusions on the issues submitted, and shall be final and binding upon all parties concerned. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding whether a specific Article and Section of this Agreement has been violated and shall be subject in all cases to the rights and responsibilities and authority of parties under the Michigan General School Law, or any other National, State, County, District or local laws. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. Failure to re-employ any teacher on a probationary contract through the first three (3) years.
- b. Except as otherwise noted herein, any claim or complaint for which there is another remedial procedure or forum established by law including any matter subject to the procedure specified in the Teacher Tenure Act.

MISCELLANEOUS

1. A complaint or grievance may be withdrawn at any level without prejudice of interpretation of the Agreement.

2. The complaint discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at other levels shall be in writing and shall promptly be transmitted to the aggrieved parties.
3. No reprisals of any kind shall be taken by or against any aggrieved party or any participation in the grievance procedure by reason of such participation.
4. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
5. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.
6. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any aggrieved party, the Superintendent or the designated representative shall use every effort to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the Association may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
7. Dismissal of a 4th year teacher is grievable.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XV

Negotiation Procedure

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. In the event the Master Agreement is reopened by mutual consent for negotiations, the parties will promptly negotiate for the purpose of reaching an agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual teacher will cause, authorize or support, nor will any Association members take part in any strikes (i.e., the concerted failure to report for duty, or willful absence of teachers from their positions, or stoppage of work or abstinence, in whole or in part from the full faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.

ARTICLE XVI

USE OF THE INTERNET/INTRANET BY WEA/WESSA MEMBERS

A. Purpose

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

B. Discipline-Related Issues

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

C. Privacy Issues

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

D. Objectionable Materials

1. The Employer and employee agree to discipline students for unauthorized use of the Intranet/Internet, including unauthorized use of an employee's password.
2. The parties agree that employees shall not intentionally access inappropriate web sites.

E. Violation of Intellectual Property Laws

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

ARTICLE XVII

DURATION OF CONTRACT

A. Effective Dates

This Agreement shall be effective as of August 15, 2011, and continue until the 15th day of August, 2013. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

B. Contrary to Law

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

C. Copies of Agreement

Electronic copies of this agreement will be available on the District Website and Intranet.

Schedule A

2011-2013

No step increases for duration of agreement.

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

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

Step	Class I	% Base	Class II	% Base	Class III	% Base	Step
0	\$36,480.00	1.00	\$40,129.00	1.10	\$42,319.00	1.16	0
1	\$37,576.00	1.03	\$41,222.00	1.12	\$43,413.00	1.19	1
2	\$39,035.00	1.07	\$43,049.00	1.18	\$44,872.00	1.23	2
3	\$41,222.00	1.12	\$45,236.00	1.24	\$47,425.00	1.30	3
4	\$43,777.00	1.20	\$47,791.00	1.31	\$49,979.00	1.37	4
5	\$49,628.36	1.37	\$53,259.70	1.46	\$56,891.05	1.56	5
6	\$52,452.74	1.44	\$56,891.05	1.56	\$60,925.87	1.67	6
7	\$55,277.12	1.52	\$60,522.39	1.66	\$64,960.70	1.78	7
8	\$58,504.98	1.60	\$64,153.73	1.48	\$69,399.01	1.90	8
9	\$62,539.80	1.71	\$68,188.56	1.87	\$73,837.32	2.02	9
10	\$62,539.80	1.71	\$69,802.49	1.91	\$75,854.73	2.08	10
15	\$62,539.80	1.71	\$71,416.42	1.96	\$77,872.14	2.13	15
20	\$62,539.80	1.71	\$73,030.35	2.00	\$79,889.55	2.19	20
25	\$62,539.80	1.71	\$74,644.28	2.05	\$81,906.97	2.25	25
30	\$62,539.80	1.71	\$76,258.21	2.09	\$83,924.38	2.30	30

Longevity Steps:

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

Classification I*	*\$500 Members on Step 10 or above as of August 15, 1998 only.
Classification II	4% of BA Base
Classification III	5% of BA Base

Step	Class I*
14	\$62,539.80
15-19	\$63,039.80
20-24	\$63,539.80
25-29	\$64,039.80
30+	\$64,539.80

Note: If the State mandates additional clock hours beyond 1,098, the formula for compensation for the hours beyond 1,098 shall equal 1/2 the hourly rate for each additional hour required.

SCHEDULE B EXTRA PAY FOR EXTRA WORK

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

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

Positions filled by non-staff shall be subject to a 1% reduction from the salary posted in the Schedule B table.

Any staff member who receives a promotion from one level to another, such as coach from JV to Varsity, will begin at Step 1 for the new position or will be held at the same level as what they were receiving, whichever is greater. The years of service will not be applied to the changed position.

A staff member who returns to the same position for which the staff member previously resigned will return at no higher than Step 2 in the position.

	Step 1		Step 2		Step 3		Year 8	
Non-Athletic Duty	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Annual & Camera Club (High School)/with class	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80	4.00%	\$ 1,459.20	4.50%	\$ 1,641.60
Business Professionals of America	2.50%	\$ 912.00	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80	4.00%	\$ 1,459.20
School Newspaper (High School)	3.50%	\$ 1,276.80	4.00%	\$ 1,459.20	4.50%	\$ 1,641.60	5.00%	\$ 1,824.00
School Newspaper (Middle School)	2.00%	\$ 729.60	2.50%	\$ 912.00	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80
Student Council (Middle School)	1.50%	\$ 547.20	2.00%	\$ 729.60	2.50%	\$ 912.00	3.00%	\$ 1,094.40
Student Council (High School)	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Senior Class Advisor	2.50%	\$ 912.00	2.75%	\$ 1,003.20	3.00%	\$ 1,094.40	3.25%	\$ 1,185.60
Junior Class Advisor	2.50%	\$ 912.00	2.75%	\$ 1,003.20	3.00%	\$ 1,094.40	3.25%	\$ 1,185.60
Sophomore Class Advisor	1.00%	\$ 364.80	1.25%	\$ 456.00	1.50%	\$ 547.20	1.75%	\$ 638.40
Freshman Class Advisor	1.00%	\$ 364.80	1.25%	\$ 456.00	1.50%	\$ 547.20	1.75%	\$ 638.40
Drama (per play)	5.00%	\$ 1,824.00	5.50%	\$ 2,006.40	6.00%	\$ 2,188.80	6.50%	\$ 2,371.20
Musical	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20
Honor Society	1.00%	\$ 364.80	1.50%	\$ 547.20	2.00%	\$ 729.60	2.50%	\$ 912.00
Elementary/Middle School Vocal Music	1.00%	\$ 364.80	1.25%	\$ 456.00	1.50%	\$ 547.20	1.75%	\$ 638.40
Senior High Vocal Music	2.00%	\$ 729.60	2.25%	\$ 820.80	2.50%	\$ 912.00	2.75%	\$ 1,003.20
Band (High School)	9.00%	\$ 3,283.20	10.50%	\$ 3,830.40	12.00%	\$ 4,377.60	13.50%	\$ 4,924.80
Band (Middle School)	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Summer Bands	2.00%	\$ 729.60	2.50%	\$ 912.00	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80
Safety Patrol	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
New Teaching Mentor	0.50%	\$ 182.40	0.50%	\$ 182.40	-	-	-	-
Smart Start (NMS only)		\$ 350.00		\$ 350.00		\$ 350.00		\$ 350.00
Science Olympiad	4.00%	\$ 1,459.20	4.50%	\$ 1,641.60	5.00%	\$ 1,824.00	5.50%	\$ 2,006.40
Technology Liaison	2.50%	\$ 912.00	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80	4.00%	\$ 1,459.20
Secondary SI Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20

Elementary Non-Core Area SI Rep	1.00%	\$ 364.80	1.00%	\$ 364.80	1.00%	\$ 364.80	1.50%	\$ 547.20
WESSA SI Team Rep	1.00%	\$ 364.80	1.00%	\$ 364.80	1.00%	\$ 364.80	1.50%	\$ 547.20
Elementary SI Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
English Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Math Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Science Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Social Studies Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Special Education Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Key Club	2.50%	\$ 912.00	2.50%	\$ 912.00	2.50%	\$ 912.00	2.50%	\$ 912.00
Elective Department Chair	3.00%	\$ 1,094.40	3.00%	\$ 1,094.40	3.00%	\$ 1,094.40	3.00%	\$ 1,094.40
Elementary Math Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Elementary Science Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Elementary Social Studies Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20
Elementary Language Arts Department Chair	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20	4.00%	\$ 1,459.20

	Step 1		Step 2		Step 3		Year 8	
High School Athletic Duty	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Football - Varsity Head Coach	13.00%	\$ 4,742.40	14.00%	\$ 5,107.20	15.00%	\$ 5,472.00	16.00%	\$ 5,836.80
Football - Varsity Assistant Coach (2 per school)	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00
Football - JV Head Coach	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00
Football - JV Assistant Coach	5.00%	\$ 1,824.00	6.50%	\$ 2,371.20	8.00%	\$ 2,918.40	9.50%	\$ 3,465.60
Football - Freshman Head Coach	5.00%	\$ 1,824.00	6.50%	\$ 2,371.20	8.00%	\$ 2,918.40	9.50%	\$ 3,465.60
Football - Freshman Assistant Coach	4.50%	\$ 1,641.60	6.00%	\$ 2,188.80	7.50%	\$ 2,736.00	9.00%	\$ 3,283.20
Basketball - Boys Varsity Head Coach	13.00%	\$ 4,742.40	14.00%	\$ 5,107.20	15.00%	\$ 5,472.00	16.00%	\$ 5,836.80
Basketball - Boys JV Head Coach	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00
Basketball - Boys Freshman Head Coach	5.00%	\$ 1,824.00	6.50%	\$ 2,371.20	8.00%	\$ 2,918.40	9.50%	\$ 3,465.60
Basketball - Girls Varsity Head Coach	13.00%	\$ 4,742.40	14.00%	\$ 5,107.20	15.00%	\$ 5,472.00	16.00%	\$ 5,836.80
Basketball - Girls JV Head Coach	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00
Basketball - Girls Freshman Head Coach	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20
Track - Boys Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80
Track - Boys Varsity Assistant Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Track - Girls Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80
Track - Girls Varsity Assistant Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Baseball - Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80
Baseball - JV Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Baseball - Freshman Head Coach	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60
Wrestling - Head Coach	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80	12.00%	\$ 4,377.60
Wrestling - Assistant Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Cross Country - Head Coach	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20
Soccer - Boys Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80

Soccer - Boys JV Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Soccer - Girls Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80
Soccer - Girls JV Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Tennis - Boys Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Tennis - JV Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Tennis Girls - Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Golf - Boys Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Golf - Boys JV Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Golf - Girls Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Golf - Girls JV Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Bowling Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Volleyball - Head Coach	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00
Volleyball - JV Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Volleyball - Freshman Coach	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60
Softball - Varsity Head Coach	8.00%	\$ 2,918.40	9.00%	\$ 3,283.20	10.00%	\$ 3,648.00	11.00%	\$ 4,012.80
Softball - JV Head Coach	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80	7.00%	\$ 2,553.60	8.00%	\$ 2,918.40
Cheerleading - Varsity Competitive Cheer	6.00%	\$ 2,188.80	6.50%	\$ 2,371.20	7.00%	\$ 2,553.60	7.50%	\$ 2,736.00
Cheerleading - Junior Varsity Competitive Cheer	4.00%	\$ 1,459.20	4.50%	\$ 1,641.60	5.00%	\$ 1,824.00	5.50%	\$ 2,006.40
	Step 1		Step 2		Step 3		Year 8	
Middle School Athletic Duty	%	Contract Amount	%	Contract Amount	%	Contract Amount	%	Contract Amount
Track - 7th & 8th Grade Boys Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Track - 7th & 8th Grade Girls Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Basketball - 7th Grade Boys Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Basketball - 7th Grade Girls Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Basketball - 8th Grade Boys Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Basketball - 8th Grade Girls Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Wrestling - Middle School	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Volleyball - 7th Grade Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Volleyball - 8th Grade Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Cross Country - Middle School Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Competitive Cheerleading Coach	3.00%	\$ 1,094.40	3.50%	\$ 1,276.80	4.00%	\$ 1,459.20	4.50%	\$ 1,641.60
Soccer Boys Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80
Soccer Girls Head Coach	3.00%	\$ 1,094.40	4.00%	\$ 1,459.20	5.00%	\$ 1,824.00	6.00%	\$ 2,188.80

SCHEDULE C

The following shall be applicable to those teachers who are employed on a part-time basis. A part-time teacher is defined as one fulfilling less than a normal teaching day or a normal teaching load as specified in Article VI.

Part-time teachers shall be classified for salary purposes in the same manner as full-time teachers in Schedule A except as hereinafter provided.

1. Teachers teaching part-time shall be prorated for the actual time employed at the teacher's proper step and classification in accordance with Schedule A.
2. Teachers who have part-time experience in this system and who are then hired on a full-time basis shall be placed on the nearest step above that which would be equivalent to their total experience in this system.
3. Teachers who are teaching one-half time in this system and who have prior experience shall receive for such experience one-half the amount they would receive if teaching full-time.
4. All new teachers hired to teach one-half time in this system shall be placed on step in accordance with Article X of this Agreement.

SCHEDULE D

Schedule D base hourly rate:

2011-12	\$27.87
2012-13	\$27.87

Background

Through the evaluation model, Wyoming Public Schools (WPS) seek to create a culture in which all school-based personnel have a clear understanding of what defines excellence in their work, have opportunity for self-reflection as a way to ensure professional growth, are provided with constructive and data-based feedback about their performance, and receive support to increase their effectiveness. This system is the culmination of the education reform legislation and extensive guidance and feedback from the local districts administration and staff.

Among the changes in evaluation systems are the use of student achievement data to help assess and improve instructional performance.

Why?

This model provides a template of best practice that meets the requirements of the legislation allowing Wyoming Public Schools (WPS) to incorporate already developed locally defined standards for teacher and administrator evaluations, as well as to design improvements to their current performance evaluation process. The education reform specifically requires districts to evaluate district administrators and teachers using an evaluation system that is:

- Rigorous, transparent and fair
- Includes multiple rating categories
- Uses student growth data that is determined by multiple measures of student learning

The model addresses these requirements while connecting to district practices, school mandates – school improvement plans, professional development and teacher development goals.

Supporting growth

The primary purpose of this system is to help increase teacher effectiveness so that, as a system, we can increase student learning. Three important ways this is done:

Clear Expectations — First and foremost, clear performance expectations are evident using rubrics for each of the components. We want to ensure that performance expectations are transparent.

Clear Feedback — We want to have clear feedback about performance. Towards that end, the system plans for assessment rubrics with targeted indicators for increased growth at all levels. The components should include conferences and reflection as part of observation. Finally the evaluation tool should provide immediate feedback so that teachers are able to review their ratings with written feedback about their performance.

Clear Growth Plans — We agree it is important for all school personnel at all levels of experience and expertise to receive guidance on how to increase their effectiveness.

Definitions

For purposes of this evaluation process, the following terms are defined below:

1. **Data**—Factual information used as the basis for reasoning, discussion, or planning.
2. **Evaluator**—The person responsible for overseeing and completing the teacher evaluation process. This is usually the school principal, but it may be another administrator who is designated by the principal to assume these responsibilities.
3. **Evidence**— A product resulting from a teacher’s work. Artifacts are natural by-products of a teacher’s work and are not created for the purpose of satisfying evaluation requirements. Teachers may use them as exemplars of their work.
4. **Formal Evaluation Process**—The process of evaluating a teacher in Track I, III, and IV using the following essential components:
 - a. Training – Before participating in the evaluation process, all teachers and administrators must complete training on the evaluation process.
 - b. Orientation—Within two weeks of a teacher’s first day of work in any school year, the principal will provide the teacher with a copy of or directions for obtaining access to a copy of the Teacher Evaluation
 - c. Pre-Observation Conference—Before the first formal observation, the principal shall meet with the teacher to discuss the evaluation, Development Growth Plan (DGP) if applicable & lesson(s) to be observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation.
 - d. Observations:
 1. *Formal Observation*—A formal observation shall be at least 30 minutes.
 2. *Informal Observation*—An informal observation may take place as an evaluator visits classrooms, helps a student, or “drops in” on the teacher’s classroom.
 3. *Teacher Self-Assessment*—Teacher completes a self-reflection using the summative evaluation and rating form on their performance using the rubric.
 4. *Post-Observation Reflection*—During the post-observation reflection, the principal and teacher shall discuss and document reflections of the teacher’s performance during the observed lesson.
 - e. Summative Evaluation and Rating Form—The conference between the principal and teacher to discuss the pre-conference, DGP, components of the teacher evaluation process, classroom observations, artifacts/sources submitted or collected during the evaluation process.
 - f. Development Growth Plan—Every teacher on Track II will use a Development Growth Plan to identify goals and strategies to improve performance. The plan will include professional development opportunities.
5. **Development Goal Plan for Track II** – A plan developed by teacher, for the purpose of articulating specific actions and outcomes needed in order to improve the teacher’s performance.
6. **Lesson/ Unit Plans**—Teacher’s daily plans that demonstrate integration of curriculum standards.
7. **Plan of Assistance Form**- A plan developed by a principal, with input from the teacher, for the purpose of articulating specific actions and outcomes needed in order to improve the teacher’s performance.

8. **Professional Development**—Staff development, based on research, data, practice and reflection that focuses on deepening knowledge and pedagogical skills in a collegial and collaborative environment.

9. **Probationary Teachers**—Teachers who are in the first four years of teaching and who hold a Provision Michigan Teaching Certificate, also, new teachers who are in their first two years in the district.

10. **Student Achievement Data**—Student achievement/testing data. National, State or Local data can be used. Kent County Student Growth Measurement Dashboard can be used to identify district focus.

11. **Performance Rating Scale**—The following rating scale will be used for determining the teacher’s performance level.

Ineffective: Teacher did not demonstrate competence on standards of performance.

Minimally Effective: Teacher demonstrated some competence on standard(s) of performance.

Effective (Met Expectations): Teacher demonstrated competence on standard(s) of performance.

Highly Effective (Exceeded Expectations): Teacher consistently exceeded expectations on standard(s) of performance.

Not Applicable (NA): Area does not apply to this evaluation/observation.

12. **Performance Competency**—The sub-categories of performance embedded within the performance standard.

13. **Performance Descriptors**—Rubric that outlines the specific performance responsibilities embedded within the components of each performance component.

14. **Performance Domain**—Areas of teaching responsibilities. The framework provides for: Classroom Environment, Teacher Instruction.

15. **Assessment Grades for Secondary** - A/B=HE (Highly Effective), C=E (Effective), D=NI (Minimally Effective)

E=I (Ineffective)

16. **Data Sources:**

- Kindergarten – 1st grade: DIBELS, common assessments
- Elementary (1-6th) – SMI, SRI, DIBELS
- Middle School – SMI, SRI, District Common Assessments
- High School – SMI (math only where administered), SRI, CCR, District Common Assessments
- Student Services – Progress on goals and objectives
- Early Childhood –
 - A. ECSE – Progress on Goals and Objectives plus Big or Little Kids Workbook
 - B. GSRP – Progress on Big Kids Workbook
- MAPETS – Evaluation on rating from selected curricular area (students respond to online questions which the MAPETS take from their standards) TBD before 2011 school year (student start date)
- Counselors – TBD before 2011 school year (student start date)
- Media Specialists – TBD before 2011 school year (student start date)

Teacher Evaluation Process

The intended purpose of the Teacher Evaluation Process is to assess the teacher's performance in relation to district standards, student achievement and to design a plan for professional growth. The principal or a designee will conduct the evaluation process in which the teacher will actively participate through the use of conferences, reflection, presentation of evidence/artifacts, and classroom demonstration(s).

The Teacher Evaluation Process may include the following:

Training

Before participating in the evaluation process, all teachers and administrator must complete training on the evaluation process.

Orientation

The principal will provide the teacher with a copy of or directions for obtaining access to a copy of:

The Rubric for Evaluating

A schedule for completing all the components of the evaluation process

(Copies may be provided by electronic means)

Pre-Observation Conference

Before the first formal observation, the principal shall meet with the teacher to discuss the teacher's Pre-Observation Form, and the lesson(s) to be observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation.

Observations

A formal observation shall last at least 30 minutes in length, at a pre-arranged time. It is understood that every effort will be made to honor the agreed upon observation time. If an unforeseen event requires the observation to be rescheduled then it will be done at a mutually agreed to time. (24 hours notice; reschedule with similar – redo of forms)

Probationary Teachers: Track I

The principal shall conduct at least two formal observations, at least 60 days apart, of all probationary teachers. All Probationary Teachers are in Track I.

Tenured Teachers: Track II and III

Tenured teachers shall be evaluated annually.

Track II: The administrator shall evaluate tenured staff who have proven effectiveness in Track III based on progress towards goals which may or may not include observations. Teacher's performance will be evaluated in relationship to Development Goal Plan on focused areas including student achievement and growth.

Track III: During the year in which a teacher participates in the summative evaluation, the principal shall conduct at least one observation.

Post-Observation Conference

The principal shall attempt to conduct a post-observation conference within 10 school days. During the post-observation conference, the principal and teacher shall discuss and document on the rubric the strengths and weaknesses of the teacher's performance during the observed lesson.

Mid Year Growth Data Review

Data will be available to both the administrator and the teacher as a midyear check on student growth progress and accuracy of data.

Evaluation Summary Conference

Prior to the end of the school year and in accordance with WEA timelines, the principal shall conduct a summary evaluation conference with the teacher. During the conference, the principal and teacher shall discuss the components of the teacher's evaluation process completed during the year, classroom observations, artifacts submitted or collected during the evaluation process and other evidence of the teacher's performance on the rubric. *The summary rating will be completed after each observation but only the results if the final evaluation will be used to complete the Evaluation Summary document.*

At the conclusion of the Teacher Evaluation Process, the principal shall:

- A. Give a performance level rating for selected element in the rubric;
- B. Make a written comment on any Element marked less than "Effective";
- C. Give an overall rating of each Competency in the rubric;
- D. Provide the teacher with the opportunity to add comments;
- E. Review the completed Teacher Summative Rating Form with the teacher; and
- F. Secure the teacher's signature

Development Growth Plans (Track II)

Teachers will develop DGP in consultation with the administrator.

Assistance Model: Track IV

A Plan of Assistance will provide efforts to support and guide the teacher to meet the expectations in the evaluation model. The Track IV Assistance Model is intended to provide the best possible likelihood for professional improvement. An administrator may place a teacher on Track IV only after two consecutive ineffective observations. All teachers in the Track IV model will be evaluated on a Track I schedule with at least two formal observations and a summative evaluation. An individual who demonstrates two consecutive observations of "Effective" will be put back on Track II.

A Performance Evaluation Overview

Track I: Year 1,2,3,4

Who:
Non-tenured Staff & Probationary Staff
Four Years in Track I
First year teachers new to district
Two years in Track I
Experienced teacher who have not previously taught in Michigan
Michigan Tenured Teachers new to district
One (+) years in Track I
Experienced teachers in Assistance Track IV

What:
Minimum of two observations per year
Mentor Assigned
Pre/Post Observations

Method:
Frequent and ongoing administrator visits
Mid-Year data review

Support:
Reflection on professional practice
Annual Summative Evaluation, including to student growth measures, leading to recommended Track at end of year.
Evidence of improvement in competencies with Effective as a minimum standard

Track II: Off-Cycle 2/3

Who:
Tenured Staff who are demonstrating effective teaching competency

What:
Informal/Formal observation to assess goals
Enhance professional growth
Provide mechanism for feedback and support on professional issues
Provide focus on strategic plan and School Improvement initiatives

Method:
Ongoing formal/informal discussion on teacher performance
Development Goal Plan
Feedback, conversation and reflection
Mid-Year data review

Support:
Administrative support for Growth Plan and Goal Setting
Annual Summative Evaluation including student growth measures

Track III: On-Cycle 1/3

Who:
Tenured Staff who are on-cycle 1/3.

What:
Formal observation to assess goals
Enhance professional growth
Provide mechanism for feedback and support on professional issues
Provide focus on strategic plan and School Improvement initiatives

Method:
Ongoing formal discussion on teacher performance.
Feedback, conversation and reflection
Mid-Year data review

Support:
Administrative support for Growth and Goal Setting (if a need is identified)
Annual Summative Evaluation including student growth measures

Track IV: Assistance

Who:
Teacher in need of guidance in specific area(s) of competencies and/or:
Teacher identified with two consecutive ineffective observations

What:
Evaluation model in Track I
Mentor Assigned
Pre/Post Observations
Plan of Assistance defines clear needs and measures of success

Method:
Frequent and ongoing administrator visits focused on specific area in need of improvement
Mid-Year data review

Support:
Reflection on professional practice
Annual Summative Evaluation leading to recommended Track at end of year.
Evidence of improvement in competencies with Effective as a minimum standard

TEACHER DEVELOPMENT GOAL SETTING

Track II

Name of Teacher:	
Assignment:	
Plan Year:	

Development Plans (DP): Track II: Tenured Off-Cycle 2/3 ☐	Year End Summary of Self Evaluation HE ☐ E ☐ I ☐
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Focus Area Goal(s):

DOMAIN TITLE AND NUMBER	STANDARD TITLE AND NUMBERS	COMPETENCY TITLE AND NUMBERS (refer to Summary Rating Form)
Example: I. Teacher Instruction	II.B Creating an Environment of Respect and Rapport	II.B.2 Response to Student Questions

Goal Attainment and Strategies

Plan to Monitor Goal Attainment

Evidence of Goal Attainment

Administrative Support: What support will you need administratively to help achieve your goals?

What evidence demonstrating student achievement will be provided?

Teacher's Signature

Administrator's Signature

Observer (if present)

Date

TEACHER PLAN OF ASSISTANCE

Track IV

Name of Teacher:	
Assignment:	
Plan Year:	

Development Plans (DP): Track IV: Plan of Assistance ☐	Year End Summary of Self Reflection HE ☐ E ☐ I ☐
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Focus Area Goal(s):

DOMAIN TITLE AND NUMBER	STANDARD TITLE AND NUMBERS	COMPETENCY TITLE AND NUMBERS (refer to Summary Rating Form)
Example: I. Teacher Instruction	II.B Creating an Environment of Respect and Rapport	II.B.2 Response to Student Questions

Goal Attainment and Strategies

Plan to Monitor Goal Attainment

Evidence of Goal Attainment

Administrative Support: What support will you need administratively to help achieve your goals?

What evidence demonstrating student achievement will be provided?

Teacher's Signature

Administrator's Signature

Observer (if present)

Date

PRE-OBSERVATION CONFERENCE

TRACK I, III & IV

Name of Teacher:	
School:	
Grade Level/Subject(s):	
Name of Observer:	
Date of Pre-Observation Conference:	
Date of Scheduled Classroom Observation:	
Learning Outcomes:	

Which specific competencies within the standard would you like the evaluator to pay special attention to during the lesson?

Standard Focus:	*Competency:_____ Competency:_____
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Interview Protocol for a Pre-observation (Planning) Conference

Questions for discussion:

1. To which part of your curriculum does this lesson relate?
2. How does this learning "fit" in the sequence of learning for this class?
3. Briefly describe the students in this class, including those with special needs.
4. What do you want the students to understand?
5. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? Provide any worksheets or other materials the students will be using.
6. How will you differentiate instruction for different individuals or groups of students in the class?

7. How and when will you know whether the students have learned what you intended?

8. In the area of professional responsibilities what evidence demonstrating strength or weakness would you provide for the following areas?
 - A. Relationship with colleagues

 - B. Communication with engagement of families in the instructional program

 - C. Use of data to evaluate effectiveness of instruction and/or interventions

 - D. Student progress in learning

Guideline: Limit to 15 minutes at an agreed upon time within two (2) days of initial request.

**(refers to grade level content expectation for example)*

POST-OBSERVATION CONFERENCE

TRACK I, III, IV

Reflection Questions

(Required as part of the post-observation conference)

*The teacher may complete this form and turn it in to the appropriate administrator prior to post-observation conference.
(Track I, III & IV)*

Name of Teacher:	
School:	
Date of Classroom Observation:	
Date of Scheduled Post-Observation Conference:	
Post-Obs. Completed Date (teacher attended):	

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
4. Did you depart from your plan? If so, how, and why?
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources.) To what extent were they effective?
6. If you had a chance to teach this lesson again to the same group of students, what would you do differently, from planning through execution?

7. In the area of professional responsibilities what evidence demonstrating strength or weaknesses would you provide for the following areas:
 - A. Relationships with colleagues
 - B. Communication with engagement of families in the instructional program
 - C. Use of data to evaluate effectiveness of instruction and/or interventions
 - D. Student progress in learning
8. Understanding that student growth is a legislative part of a teacher's evaluation, how would you rate your current progress in this area?

Note: This conference is intended to be 15-20 minutes in duration.

SUMMARY RATING FORM (Track 1, 3, & 4)

Teacher: _____
 School/Subject or Grade Level: _____
 Observation Date(s): _____
 Pre Meeting Date(s): _____
 Post Meeting Date(s): _____

I. Classroom Environment						
A. Demonstrating Knowledge of Students		1	3	4	5	
	Competency	I	ME	E	HE	NA
I.A.1	Knowledge of Age Group Characteristics					
I.A.2	Knowledge of Students' Skills and Knowledge					
I.A.3	Knowledge of Students' Approaches to Learning					
B. Managing Classroom Procedures						
	Competency	I	ME	E	HE	NA
I.B.1	Management of Instructional Groups					
I.B.2	Management of Materials and Supplies					
C. Managing Student Behavior						
	Competency	I	ME	E	HE	NA
I.C.1	Expectations for Student Behavior					
I.C.2	Monitoring and Responding to Student Behavior					
II. Teacher Instruction						
A. Holding High Expectations for All Learners						
	Competency	I	ME	E	HE	NA
II.A.1	Expectations for Learning and Achievement					
II.A.2	Differentiation for Individual Student Achievement					
B. Creating an Environment of Respect and Rapport						
	Competency	I	ME	E	HE	NA
II.B.1	Teacher Interaction with Students					
II.B.2	Response to Student Questions					
C. Alignment to Curriculum						
	Competency	I	ME	E	HE	NA
II.C.1	Unit Alignment to Curriculum					
II.C.2	Lesson Clarity and Communication					

D. Designing Coherent Instruction						
	Competency	I	ME	E	HE	NA
II.D.1	Learning Activities					
II.D.2	Instructional Materials and Resources					
II.D.4	Lesson and Unit Structure					
E. Using Questioning and Discussion Techniques						
	Competency	I	ME	E	HE	NA
II.E.1	Student Participation and Discussion Techniques					
F. Modeling Thinking and Learning Strategies and Processes						
	Competency	I	ME	E	HE	NA
II.F.1	Thinking and Learning Strategies					
G. Demonstrating Content Knowledge and Pedagogical Skill						
	Competency	I	ME	E	HE	NA
II.G.1	Knowledge of Content Related Pedagogy					
II.G.2	Knowledge of Content and Prerequisite Relationships					

NOTE:

Total Rubric Score (Points)

Number of Scored Categories

OBSERVATION RUBRIC				
I. Classroom Environment				
A. Demonstrating Knowledge of Students				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
I.A.1 Knowledge of Age Group Characteristics	The teacher displays minimal knowledge of developmental characteristics of age group.	The teacher displays knowledge of developmental characteristics of age group.	The teacher displays understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	The teacher displays thorough knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows the patterns.
I.A.2 Knowledge of Students' Interest and Background	The teacher displays little knowledge of students' interest or background and does not indicate that such knowledge is valuable.	The teacher recognizes the value of understanding students' interests or background but displays this knowledge only for the class as a whole.	The teacher displays knowledge of interests and background and recognizes the value of this knowledge.	The teacher displays and utilizes knowledge of the interests and background of students and recognizes the value of this knowledge.
I.A.3 Knowledge of Students' Approaches to Learning	The teacher is not aware of, or does not respond to, students' individual learning preferences and styles	The teacher displays some understanding of students' individual learning preferences and styles and occasionally considers them when planning for instruction.	The teacher knows students' individual learning preferences and styles and considers them when planning for instruction.	The teacher knows students' individual learning preferences and styles, considers them when planning for instruction, and helps students understand their personal approaches to learning.
B. Managing Classroom Procedures				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
I.B.1 Management of Instructional Groups	Student groups not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
I.B.2 Management of Materials, Supplies and Time	Materials are handled inefficiently, resulting in loss of instructional time. Much time is lost during transition.	Routines for handling materials and supplies function moderately well. Transitions are sometimes inefficient, resulting in some loss of instructional time.	Routines for handling transitions, materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling transitions, materials and supplies are seamless, with students assuming some responsibility for efficient operation.
C. Managing Student Behavior				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
I.C.1 Expectations for Student Behavior	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for some situations, and some students seem to understand them.	Standards of conduct have been established and are clear to students.	Standards of conduct have been established for situations and are followed by students and appear to have been developed with student participation.
I.C.2 Monitoring and Responding to Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing. If the teacher does respond to off-task behavior, the response is inconsistent, overly repressive, or does not respect the student's dignity.	The teacher is generally aware of student behavior, and attempts to respond to student off-task behavior, but may miss the activities of some students or attempts to respond to off-task behavior are met with uneven results.	The teacher is alert to student behavior at all times and the teacher's response to off-task behavior is appropriate and successful and respects the student's dignity.	Monitoring by teacher is subtle and preventive. The teacher's response to off-task behavior is highly effective and sensitive to student's individual needs.

II. Teacher Instruction

A. Holding High Expectations for All Learners				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.A.1 Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement. Little or no student engagement is evident.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement. Some student engagement is evident.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. Frequent student engagement is evident.	Both students and the teacher establish and maintain high expectations for the learning of all students, as evidenced by the quality of learning activities, interactions, and the classroom environment. Consistent student engagement is evident.
II.A.2 Differentiation for Individual Student Achievement	The teacher rarely conveys high expectations for each student commensurate with the student's learning strengths and/or does not believe that all students can learn.	The teacher occasionally conveys high expectations for groups of students and occasionally differentiates curriculum and instruction to ensure the success of all students.	The teacher conveys high expectations for students and frequently uses effective strategies and techniques for differentiating curriculum and instruction based on student needs.	The teacher consistently demonstrates a belief that all children can learn and conveys high expectations for each student, consistently utilizing diverse and effective strategies and techniques for differentiating curriculum and instruction based on student needs.
B. Creating an Environment of Respect and Rapport				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.B.1 Teacher Interaction with Students	The teacher's interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate, but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are mutually respectful. Such interactions are appropriate to developmental and cultural norms. Students exhibit role respect for the teacher.	The teacher demonstrates genuine caring and respect for individual students. Students exhibit personal as well as role respect for the teacher.
II.B.2 Response to Student Questions	The teacher ignores or brushes aside students' questions or interests.	The teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	The teacher successfully accommodates students' questions or interests.	The teacher skillfully uses students' questions or interests as opportunities to enhance learning and reach instructional goals.
C. Alignment to Curriculum				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.C.1 Unit Alignment to Curriculum	Unit goals are only loosely based on the district standards and benchmarks. The course of study leaves out many of the district curriculum requirements.	Unit goals are occasionally taken from the district standards and benchmarks. The course of study includes many of the district curriculum requirements, but not all.	The majority of unit goals are taken from the district standards and benchmarks. The course of study includes most course requirements as stated in the district curriculum.	All unit goals are taken from the district standards and benchmarks. The course of study includes all course requirements as stated in the district curriculum.
II.C.2 Lesson Clarity and Communication	Lesson goals are either not shared with student or are not clear, and/or students are not told how goal attainment will be measured.	Lesson goals are not clear to students, and/or they are not told how goal attainment will be measured.	Lesson goals are clearly communicated to students, and students are told how goal attainment will be measured.	Lesson goals are clearly communicated and made relevant to students, and it is clear to students how goal attainment will be measured.

D. Designing Coherent Instruction				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.D.1 Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
II.D.2 Instructional Materials and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning. Some examples of meaningful learning include instructional groups and technology.	Some of the materials and resources support the instructional goals and some engage students in meaningful learning. Some examples of meaningful learning include instructional groups and technology.	All materials and resources support the instructional goals, and most engage students in meaningful learning. Some examples of meaningful learning include instructional groups and technology.	All materials and resources support the instructional goals and engage students in meaningful learning. Some examples of meaningful learning include instructional groups and technology.
II.D.3 Lesson and Unit Structure	The lesson or unit has no clearly defined structure or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or unit structure is clear and allows for different pathways according to student needs.
E. Using Questioning and Discussion Techniques				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.E.1 Student Participation and Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	The teacher makes some attempt to engage students in discussion, with uneven results.	Classroom interactions represent discussions with teacher stepping in when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
F. Modeling Thinking and Learning Strategies and Processes				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.F.1 Thinking and Learning Strategies	The teacher demonstrates limited knowledge of how to apply thinking and learning processes and strategies, and/or does not model or teach them, and/or does not require students to use them. Lower level thinking and learning processes characterize classroom instruction and assignments.	The teacher occasionally models thinking and learning processes and strategies, and/or does not help students apply these thinking processes and strategies.	The teacher frequently models a wide range of thinking and learning processes and strategies, and often helps students apply higher-level thinking processes and strategies. Teacher questions include scaffolding and require students to use higher order thinking skills.	The teacher consistently and effectively models a wide range of thinking and learning processes and strategies, and consistently requires that students apply these thinking processes and strategies. The use of higher-level thinking and learning strategies are the classroom norm.
G. Demonstrating Content Knowledge and Pedagogical Skill				
Competency	Ineffective	Minimally Effective	Effective	Highly Effective
II.G.1 Knowledge of Content Related Pedagogy	The teacher displays little understanding of pedagogical issues involved in student learning of the content. The teacher conveys a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	The teacher displays pedagogical knowledge but appears unwilling to try promising new practices. The teacher communicates the importance of the work, but with little conviction.	The teacher frequently tries new pedagogical practices when suggested. The teacher conveys genuine enthusiasm for the subject.	The teacher's pedagogical practices reflect current research.
II.G.2 Knowledge of Content and Prerequisite Relationships	The teacher makes content errors or does not correct content errors students make. The teacher displays little understanding of prerequisite knowledge important for student learning of the content.	The teacher displays Needs Improvement content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines. The teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	The teacher displays solid content knowledge and makes connections with other parts of the discipline and other practices reflect understanding of prerequisite relationships among topics and concepts.	The teacher displays extensive content knowledge, and makes connections with the disciplines. The teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.

EVALUATION SUMMARY

Track I, II, III, IV

Name: _____

Date: _____

Student Growth Data, Evidences and Administrative Review:

EVALUATION RATING

	1	3	4	5
	Ineffective	Minimally Effective	Effective	Highly Effective
SUMMARY RATING FORM:				
DEVELOPMENT/GOAL PLAN:				
STUDENT GROWTH DATA:				
	59% or below demonstrated growth	60%-69% demonstrated growth	70-89% demonstrated growth	90% and above demonstrated growth

Note: For Track II if a teacher is marked Needs Improvement or Ineffective then a formal observation will be implemented.

OVERALL EVALUATION RATING

INEFFECTIVE _____ less than 3.25

EFFECTIVE _____ 3.26-4.24

HIGHLY EFFECTIVE _____ 4.25 or greater

RECOMMENDED STATUS FOR NEXT YEAR

TRACK I: PROBATIONARY YEAR 2: _____
YEAR 3: _____
YEAR 4: _____

NOT RECOMMENDED FOR REHIRE _____

TRACK II: TENURED OFF-CYCLE 2/3 _____

TRACK III: TENURED ON-CYCLE 1/3 _____

TRACK IV: ASSISTANCE _____

ADMINISTRATOR'S SIGNATURE _____ DATE _____

TEACHER'S SIGNATURE* _____ DATE _____

Note: Signing this form does not necessarily constitute agreement but rather indicates attendance.

MERIT PAY MODEL

Wyoming Public Schools

2011-12 School Year

This merit pay plan incorporates several professional standards that research has found to have a positive impact on student achievement. This merit pay plan is based on a point system for each of these standards. The amount designated to the entire Wyoming Education Association bargaining unit for merit pay is \$10,000 during the aforementioned school year and is considered an incentive based pay rather than part of the salary schedule. At the end of each school year, the \$10,000 will be divided by total number of points earned by all staff in the bargaining unit during the year to establish the dollar value for each point earned. The per-point dollar value will then be multiplied by the number of points each teacher earned to arrive at the staff member's merit pay for the year.

Teachers are **not** eligible for merit pay if placed on Track IV to correct behavior or instructional deficiencies at any time during the year.

PROFESSIONAL STANDARDS

A. Teacher Attendance

A qualified substitute cannot replace the positive impact the classroom teacher has on instruction. To that end, merit points are awarded for employee attendance to create an atmosphere and culture where perfect attendance (employee is not absent any work days) or outstanding attendance (employee is absent only up to 3 contractual personal days) is the norm. Absences that are related to school duties are not counted as an absence in this point system.

Days Absent	Points
0-2	100
3-4	75
5-6	50
7+	0

A maximum of 100 points is possible in the Teacher Attendance category.

B. District Professional Development Days (PD)*

On-going professional development based on district/building professional development through collegial dialogue and reflection fosters school improvement initiatives with the goal of impacting student achievement. To that end, merit points are awarded for attendance for at district scheduled professional development as follows:

Absent from PD	Points
0	50
1	25
2+	0
*Death in family (as defined by the WEA Master Agreement) will be waived.	

A maximum of 50 points is possible in the District Professional Development Days category.

C. Self-Initiated Professional Development (PD)

Self-initiated professional development as life-long learners demonstrates continuous growth, improvement and effectiveness. As such, merit points will be awarded for certified staff participating in professional development activities *on their own time* and substantially at their own expense. To be eligible for points under this provision, a certified staff member must have attended all District provided Professional Development days. Points for self-

initiated PD can be earned June 1, 2011 through May 31, 2012. Courses must be completed prior to May 31, 2012 so that merit pay can be calculated and distributed by June XX, 2012.

Points per College Credit Earned	Maximum Points
25	150

Points per Hour of Self-Directed PD	Maximum Points
5	100

There are a maximum 200 possible points in this section in any combination of self-directed professional development.

All college coursework and conferences, workshops, etc. must include documentation to be counted on wpsin.

D. Teacher Performance Evaluation

Effective instruction promotes student achievement. To that end, merit points are awarded to certified staff based on the individual's annual performance evaluations. The criteria below is based on the Kent County Evaluation Model.

Domain (points/rating)	Ineffective	Needs Improv.	Effective	Highly Effective
1. Classroom Environment	0	0	200	200
2. Teacher Instruction	0	0	200	200
TOTAL MAX POINTS/YR	0	0	400	400

A maximum of 400 points is possible in the Teacher Performance Evaluation category.

E. Beyond the Classroom

Educators who go above and beyond their typical classroom instructional responsibilities demonstrate that the instructional process extends beyond the walls of a classroom. As such, merit points are awarded to certified staff who document leading or attending various meetings outside the school day that help inform and guide the operations and instruction of the school and/or District. Examples include but should not be limited to department meetings, school improvement meetings, district school improvement meetings, service leadership (unpaid positions of responsibility), coaching and other extra duties. To be eligible for merit points under this section, employees must attend a minimum of 80% of meetings to be eligible for points. While many committees meet more often, a minimum of ten meetings per year should be scheduled by the various committees.

Committee Position	Maximum Points
Volunteerism	5/hour/event
Coaching/Extra Duty - Schedule B	50/position/year
Misc. Activities (e.g. Climate Committee) – Non-Schedule B Positions	100/position/year
Presentations	25/conference or event

A maximum of 200 points is possible in the Beyond the Classroom category.

F. Student Performance on Assessments

Educators have the single biggest impact on student achievement. This is measured using multiple tools and success is often the result of a team-centered approach to student achievement as it takes the work of many to educate a child. The goal of all is at least a year of growth in a year of time. To that end, merit points are awarded to certified staff based on the academic growth of their students as follows.

Building-wide benchmarks:

	Math	Reading	Writing	SRI	SMI
Points / Goals	0 / no gain	0 / no gain	0 / no gain	0 / no gain	0 / no gain
Points / Goals	150 / AYP or 5% gain	150 / AYP or 5% gain	150 / AYP or 5% gain	150 / 80% at grade level or 5% growth	150 / 80% at grade level or 5% growth

A maximum of 750 points is possible in the Student Performance on Assessments category.

During the 2011-2012 school year, guidelines for student growth will be developed by certified staff and administration. These guidelines will apply to individual teachers.

G. Parent-Teacher Conferences

There is a direct correlation between student achievement and parental/guardian involvement in the education process. As such, merit points are awarded as outlined below for teachers whose building *documents* meeting(s) with parents or present *documentation* of two-way communication with parents representing 80% or more of their students during each parent-teacher conference series.

Conference/2-Way Communication	Points/Conference Series	Total Points
90-100% Participation or 5% growth from previous school year	50	100
75-89% Participation or 3% growth from previous school year	25	50

A maximum of 100 points can be earned in the Parent-Teacher Conference category.

SUMMARY OF MERIT SYSTEM POINTS

PROFESSIONAL STANDARDS	MAXIMUM POINTS	% OF TOTAL MERIT POINTS
Teacher Attendance	100	5.6%
District PD Participation	50	2.8%
Self-Initiated PD	200	11.1%
Teacher Performance Evaluations	400	22.2%
Beyond the Classroom	200	11.1%
Student Performance	750	41.7%
Parent-Teacher Conferences	100	5.6%
TOTAL POSSIBLE	1800	100

**WPS DISTRICT CALENDAR
2011-12**

FIRST SEMESTER (2011)	
August 30	Building Professional Dev. Day a.m./Teacher Work time p.m.
August 31 & September 1	District Professional Dev. Days for All Staff (see schedule below)
September 2 – 5	Labor Day Break
September 6	1 st Day of School – Full day for all students
November 3	All Students in AM only (Secondary Recovery); Records in PM for Teachers
November 4	All Students in AM only (Secondary Recovery); – P/T Conferences from 12:30-3:30 p.m. – All Levels - End of Q1
November 11	No Students. 7 Hours of Staff Building/District PD
November 23 – 25	Thanksgiving Break
December 19 – Jan 2	Winter Break (School Resumes on Tuesday, Jan 3, 2012)
January 19	All Students in the AM only (Secondary Recovery): Records in PM for Teachers
January 20	All Students in AM only (Secondary Recovery); Records in PM for Teachers - End of Q2
SECOND SEMESTER (2012)	
January 23	2 nd Semester Begins
February 20 & 21	Mid-winter Break
March 22	All Students in AM only (Secondary Recovery); 3 hours Building PD in PM for staff
March 23	All Students in AM only (Secondary Recovery); Records in PM for Teachers – End of Q3
March 30 to April 6	Spring Break
May 25 & 28	Memorial Day Break
May 30 & 31	All Students in AM only (Secondary Recovery); Records in PM for Teachers – End of Q4
June 1	No Students. Teacher Work Time in AM (2 hours PD)

WEA

Aug. 30 – Building PD, 7:30-11:40 a.m. (4 hours); Teacher Work time in p.m. (3 hours)

Aug31/Sept. 1 – District PD, 7:30-3:30 p.m. (7 hours)

WESSA

Aug. 30 – Building/Program PD, 7:30-11:40 a.m. (4 hours); Work time in p.m.

Aug. 31 to Sept. 1 – District PD, 7:30-3:30 p.m. or Work Time

Sept. 2 – Optional work day for support staff (i.e. paraeducators & food service) equivalent to your posted hours to assist with getting ready to start the school year

****Bus drivers – PD will be held during summer of 2011**

**DISTRICT CALENDAR
2011-12 (continued)**

FIRST SEMESTER			SECOND SEMESTER		
Week of	Work Days	Student Days	Week of	Work Days	Student Days
August 30	3 *4	0	January 23	5	5
September 5	4	4	January 30	5	5
September 12	5	5	February 6	5	5
September 19	5	5	February 13	5	5
September 26	5	5	February 20	3	3
October 3	5	5	February 27	5	5
October 10	5	5	March 5	5	5
October 17	5	5	March 12	5	5
October 24	5	5	March 19	5	5
October 31	5	5	March 26	5	4
November 7	5	4	April 9	5	5
November 14	5	5	April 16	5	5
November 21	2.33	2	April 23	5	5
November 28	5	5	April 30	5	5
December 5	5	5	May 7	5	5
December 12	5	5	May 14	5	5
January 2	4	4	May 21	4	4
January 9	5	5	May 28	3.5	3
January 16	5	5			
Sub Total	88.33 *89.33	84	Sub Total	85.5	84
			Total	173.83	168
				*174.83	

*indicates additional day for new teachers

(160) Student Full Days @ 6.5 hours each =
 (8) Student Half Days @ 3.5 hours each =
 (3) Teacher Full PD Days @ 7 hours each =
 (1) Teacher PD Day @ 4 hours each =
 (1) Teacher PD Day @ 3 hours each =
 (1) Teacher PD Day @ 2 hours each =

1,040 hours of instruction
 28 hours of instruction
 21 hours of PD
 4 hours of PD
 3 hours of PD
 2 hours of PD* (optional evening Jan)
 1,098 hours

PD Schedule

Full Days on August 31, September 1 & November 11, 7:30-11:40 a.m. & 12:30-3:30 p.m.
 4 Hours on August 30
 3 Hours on March 22
 2 Hours TBD (Jan 2012)

GRIEVANCE REPORT FORM

Grievance # _____

Wyoming Public Schools/Kent County Education Association

Name of Grievant	Building	Assignment	Date Filed

Level I

A. Date cause of grievance occurred _____

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

C. Statement of grievance: _____

D. Remedy requested: _____

Signature of Grievant Date

Signature of Association Representative Date

E. Date of meeting with supervisor: _____

F. Disposition (Supervisor) _____

Signature of Association Representative Date

G. Disposition of Grievant: _____

Signature of Grievant Date

Signature of Association Representative Date

Level II

A. Date of Second Meeting with supervisor _____

B. Disposition (management): _____

Signature of Representative from Human Resources

Date

C. Disposition of Grievant and/or Association: _____

Signature of Grievant

Date

Signature of Association Representative

Date

Level III

A. Date Received by Superintendent : _____

B. Date of meeting with Superintendent: _____

C. Disposition (management) _____

Signature of Superintendent

Date

D. Disposition of Grievant _____

Signature of Grievant

Date

Signature of Association Representative

Date

E. Date Received by Association Grievance Committee: _____

F. Disposition of Association Grievance Committee: _____

Level IV

A. Binding Arbitration _____

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2011-2012 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ First Count _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

- If no, proceed to Step 3.
- If yes, deduct two students for each $\frac{1}{4}$ day the paraeducator is assigned.
Ex. 1.5 hours, deduct two students
3.0 hours, deduct four students
4.5 hours, deduct six students
6.0 hours, deduct eight students

Total deductions: _____

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

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

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +3 (.1250 x hourly rate)		3.48 x 84	292.28 x .94	274.78
Standard +4 (.2500 x hourly rate)		6.97 x 84	585.48 x .94	550.35
Standard +5 (.4375 x hourly rate)		12.19 x 84	1023.96 x .94	962.52
Standard +6 (.6250 x hourly rate)		17.42 x 84	1463.28 x .94	1,375.48
Standard +7 (.8125 x hourly rate)		22.64 x 84	1901.76 x .94	1,787.65
Standard +8 (1.0000 x hourly rate)		27.87 x 84	2341.08 x .94	2,200.62
Standard +9 (1.1875 x hourly rate)		33.10 x 84	2780.40 x .94	2,613.58
Standard +10(1.3750 x hourly rate)		38.32 x 84	3218.88 x .94	3,025.75

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY
2011-2012 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ First Count _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

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

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

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

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3)	Semester Rate	Subtract Specials Time	Total Compensation
Standard +3 (.1250 x hourly rate)		3.48 x 84	292.28 x .94	274.78
Standard +4 (.2500 x hourly rate)		6.97 x 84	585.48 x .94	550.35
Standard +5 (.4375 x hourly rate)		12.19 x 84	1023.96 x .94	962.52
Standard +6 (.6250 x hourly rate)		17.42 x 84	1463.28 x .94	1,375.48
Standard +7 (.8125 x hourly rate)		22.64 x 84	1901.76 x .94	1,787.65
Standard +8 (1.0000 x hourly rate)		27.87 x 84	2341.08 x .94	2,200.62
Standard +9 (1.1875 x hourly rate)		33.10 x 84	2780.40 x .94	2,613.58
Standard +10(1.3750 x hourly rate)		38.32 x 84	3218.88 x .94	3,025.75

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2011-2012 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):		<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	ECSE	12	24
	RR	10	20
	EI	10	15

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

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 84 days = 0	
Standard + 1		X	1.05 x 84 days = 88.20	
Standard + 2		X	2.09 x 84 days = 175.56	
Standard + 3		X	3.14 x 84 days = 263.76	
Standard + 4		X	4.18 x 84 days = 351.12	
Standard + 5		X	5.23 x 84 days = 439.32	
Standard + 6		X	6.27 x 84 days = 526.68	
Standard + 7		X	7.32 x 84 days = 614.88	
Standard + 8		X	8.36 x 84 days = 702.24	
Standard + 9		X	9.41 x 84 days = 790.44	
Standard + 10		X	10.45 x 84 days = 877.80	
				Subtotal

* Elementary day is 6 hours & 30 minutes (6.5 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:

Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SPECIAL EDUCATION – ELEMENTARY
2011-2012 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

Type of Classroom (Circle Type):		<u>Standard</u>	<u>Caseload</u>
	CI	10	15
	ECSE	12	24
	RR	10	20
	EI	10	15

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

Standard	Hours @ this number		Hourly rate for semester	Compensation
Standard		X	0 x 84 days = 0	
Standard + 1		X	1.05 x 84 days = 88.20	
Standard + 2		X	2.09 x 84 days = 175.56	
Standard + 3		X	3.14 x 84 days = 263.76	
Standard + 4		X	4.18 x 84 days = 351.12	
Standard + 5		X	5.23 x 84 days = 439.32	
Standard + 6		X	6.27 x 84 days = 526.68	
Standard + 7		X	7.32 x 84 days = 614.88	
Standard + 8		X	8.36 x 84 days = 702.24	
Standard + 9		X	9.41 x 84 days = 790.44	
Standard + 10		X	10.45 x 84 days = 877.80	
				Subtotal

* Elementary day is 6 hours & 30 minutes (6.5 hours)

What is your caseload this day? _____

Additional Adjustment for Overload Pay:

Number of Students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2011-2012 SCHOOL YEAR: FIRST SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

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

Total deductions: _____

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

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

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +3 (.1250 x hourly rate/5) x .75		1.75 x 16.8 wks	8.78
Standard +4 (.2500 x hourly rate/5) x .75		2.62 x 16.8 wks	17.56
Standard +5 (.4375 x hourly rate/5) x .75		3.50 x 16.8 wks	30.73
Standard +6 (.6250 x hourly rate/5) x .75		4.37 x 16.8 wks	43.90
Standard +7 (.8125 x hourly rate/5) x .75		5.25 x 16.8 wks	57.06
Standard +8 (1.0000 x hourly rate/5) x .75		6.12 x 16.8 wks	70.23
Standard +9 (1.1875 x hourly rate/5) x .75		7.00 x 16.8 wks	83.40
Standard +10(1.3750 x hourly rate/5) x .75		7.87 x 16.8 wks	96.57

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
ELEMENTARY SPECIALS TEACHERS
2011-2012 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Grade Level _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

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

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

Total deductions: _____

Step 3:

Total Step 1 – Total Step 2: _____

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

*Kindergarten teachers should multiply total compensation by .5

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +3 (.1250 x hourly rate/5) x .75		1.75 x 16.8 wks	8.78
Standard +4 (.2500 x hourly rate/5) x .75		2.62 x 16.8 wks	17.56
Standard +5 (.4375 x hourly rate/5) x .75		3.50 x 16.8 wks	30.73
Standard +6 (.6250 x hourly rate/5) x .75		4.37 x 16.8 wks	43.90
Standard +7 (.8125 x hourly rate/5) x .75		5.25 x 16.8 wks	57.06
Standard +8 (1.0000 x hourly rate/5) x .75		6.12 x 16.8 wks	70.23
Standard +9 (1.1875 x hourly rate/5) x .75		7.00 x 16.8 wks	83.40
Standard +10(1.3750 x hourly rate/5) x .75		7.87 x 16.8 wks	96.57

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2011-2012 SCHOOL YEAR: FIRST SEMESTER

Teacher Name _____ Building _____

Subject/Class _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

- If no, proceed to Step 3.
- If yes, deduct two students for each $\frac{1}{4}$ hour the paraeducator is assigned.

Ex. $\frac{1}{4}$ hour, deduct two students
 $\frac{1}{2}$ hour, deduct four students
 $\frac{3}{4}$ hour, deduct six students
1 hour, deduct eight students

Total deductions: _____

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

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

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +4 (.025 x hourly rate)		.70 x 84	58.80
Standard +5 (.050 x hourly rate)		1.39 x 84	116.76
Standard +6 (.075 x hourly rate)		2.09 x 84	175.56
Standard +7 (.1125 x hourly rate)		3.14 x 84	263.76
Standard +8 (.1500 x hourly rate)		4.18 x 84	351.12
Standard +9 (.1875 x hourly rate)		5.23 x 84	439.32
Standard +10 (.2250 x hourly rate)		6.27 x 84	526.68
Standard + 11 (.2625 x hourly rate)		7.32 x 84	614.88
Standard + 12 (.3000 x hourly rate)		8.36 x 84	702.24
Standard + 13 (.3375 x hourly rate)		9.41 x 84	790.44
Standard + 14 (.3750 x hourly rate)		10.45 x 84	877.80
Standard + 15 (.4125 x hourly rate)		11.50 x 84	966.00

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – HOURLY EXCESS MEMBERSHIP
SECONDARY
2011-2012 SCHOOL YEAR: SECOND SEMESTER**

Teacher Name _____ Building _____

Subject/Class _____ Semester ending: _____

of students enrolled on count date _____ Standard # _____

Step 1: Total Student Enrollments:

of students enrolled _____ x 1.0 = _____

Total Step 1: _____

Step 2: Deductions:

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

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

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

- If no, proceed to Step 3.
- If yes, deduct two students for each ¼ hour the paraeducator is assigned.
Ex. ¼ hour, deduct two students
 ½ hour, deduct four students
 ¾ hour, deduct six students
 1 hour, deduct eight students

Total deductions: _____

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

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

Total Compensation is: _____

Standard	# of Students (from Step 3 total)	Semester Rate	Total Compensation
Standard +4 (.025 x hourly rate)		.70 x 84	58.80
Standard +5 (.050 x hourly rate)		1.39 x 84	116.76
Standard +6 (.075 x hourly rate)		2.09 x 84	175.56
Standard +7 (.1125 x hourly rate)		3.14 x 84	263.76
Standard +8 (.1500 x hourly rate)		4.18 x 84	351.12
Standard +9 (.1875 x hourly rate)		5.23 x 84	439.32
Standard +10 (.2250 x hourly rate)		6.27 x 84	526.68
Standard + 11 (.2625 x hourly rate)		7.32 x 84	614.88
Standard + 12 (.3000 x hourly rate)		8.36 x 84	702.24
Standard + 13 (.3375 x hourly rate)		9.41 x 84	790.44
Standard + 14 (.3750 x hourly rate)		10.45 x 84	877.80
Standard + 15 (.4125 x hourly rate)		11.50 x 84	966.00

Teacher's Signature Teacher's Employee # Date

Principal/Supervisor Signature & Date Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2011-2012 SCHOOL YEAR, FIRST SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

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

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 84 days = 0	Standard + 6	6.27 x 84 days = 526.74
Standard + 1	1.05 x 84 days = 87.79	Standard + 7	7.32 x 84 days = 614.53
Standard + 2	2.09 x 84 days = 175.58	Standard + 8	8.36 x 84 days = 702.32
Standard + 3	3.14 x 84 days = 263.37	Standard + 9	9.41 x 84 days = 790.11
Standard + 4	4.18 x 84 days = 351.16	Standard + 10	10.45 x 84 days = 877.91
Standard + 5	5.23 x 84 days = 438.95		

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

	# of students over standard		Semester rate	Compensation
1 st period		X	87.79	
2 nd period		X	87.79	
3 rd period		X	87.79	
4 th period		X	87.79	
5 th period		X	87.79	
6 th period		X	87.79	
				Subtotal

What is your caseload this day? _____

Additional Adjustment for Overload pay:

Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

**WYOMING PUBLIC SCHOOLS
REIMBURSEMENT FORM – EXCESS MEMBERSHIP
SECONDARY SPECIAL EDUCATION
2011-2012 SCHOOL YEAR, SECOND SEMESTER**

Teacher Name: _____

Building: _____

Count Day: _____

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

Secondary Pay Table

Standard	Hourly rate for semester	Standard	Hourly rate for semester
Standard	0 x 84 days = 0	Standard + 6	6.27 x 84 days = 526.74
Standard + 1	1.05 x 84 days = 87.79	Standard + 7	7.32 x 84 days = 614.53
Standard + 2	2.09 x 84 days = 175.58	Standard + 8	8.36 x 84 days = 702.32
Standard + 3	3.14 x 84 days = 263.37	Standard + 9	9.41 x 84 days = 790.11
Standard + 4	4.18 x 84 days = 351.16	Standard + 10	10.45 x 84 days = 877.91
Standard + 5	5.23 x 84 days = 438.95		

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

	# of students over standard		Semester rate	Compensation
1 st period		X	87.79	
2 nd period		X	87.79	
3 rd period		X	87.79	
4 th period		X	87.79	
5 th period		X	87.79	
6 th period		X	87.79	
				Subtotal

What is your caseload this day? _____

Additional Adjustment for Overload pay:

Number of students over the Caseload x \$50.00

Subtotal: _____

Grand Total Compensation: _____

Teacher's Signature

Teacher's Employee #

Date

Principal/Supervisor's Signature & Date

Personnel Approval & Date

Appendix F

WYOMING PUBLIC SCHOOLS WYOMING EDUCATION ASSOCIATION

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

REQUEST FOR MASTER CONTRACT VARIATION

Building _____ Today's Date _____

Contact Person _____ Building A.R. _____

Staff Members involved in planning: _____

Process used for decision-making: vote _____
 majority _____
 2/3 _____
 consensus _____
 quorum _____
 secret ballot _____
 other _____

Description of the proposed program _____

Anticipated contract implications (if known) _____

Impact on other staff (list staff and impact) _____

Clearly identify goals and objectives of program _____

Describe process for evaluation _____

Timeline: Proposed starting date _____

 Proposed ending date _____

Date of evaluation _____

Distribution: Principal, Superintendent of Instruction, WEA Office