

MASTER AGREEMENT

Between

THE SCHOOL DISTRICT

of the

CITY OF WYANDOTTE

and

WYANDOTTE EDUCATION

ASSOCIATION

August 1, 2024 through July 31, 2027

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AGREEMENT

THIS AGREEMENT is made and entered into this June 27, 2024, by and between the Board of Education for the School District of the City of Wyandotte, Michigan (hereinafter called the “Board”) and the Wyandotte Education Association (hereinafter called the “Union”) effective August 1, 2024.

PREAMBLE

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

ARTICLE I - RECOGNITION

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

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

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

ARTICLE II - EMPLOYEE RIGHTS

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

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

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

Section 4. Employees shall have the right to be represented on any committee established by the Administration in the areas of curriculum, student discipline, and in-service training. The appointment of employee members to such committees shall be the sole responsibility of the Administration, provided, however, that the Union shall be entitled to select one (1) member of each committee who shall be a regular, active employee of the Board. The Board and Union understand the composition of school improvement committees may not be negotiated but will adhere to MCL 380.1277.

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

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

ARTICLE III - INFORMATION

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

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

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

ARTICLE IV - USE OF SCHOOL FACILITIES

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

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

Section 3. The Union may have access to and the use of interschool mail service, including the staff mailboxes, for the purpose of communication announcements and notices to all persons covered under this Agreement, subject, however, to all of the same conditions pertaining to the use of bulletin boards as set forth immediately above. Union members may use school email for Union business, forwarding MEA voice and MEA announcements, with a copy to the Superintendent and/or permission as appropriate.

Section 4. The Union will send to the Superintendent, Principals and other Administrators any official publications distributed to its members through email; providing, however, that this section does not apply to the distribution of confidential information to Union officers and building representatives. The Board will send a copy of the Summary of the School Board Meetings, through email, to the Union President.

ARTICLE V - NEGOTIATIONS

Negotiations shall occur partially on time released from school and partially on time after school. The Association will reimburse the District for the full cost of the MPSERS contribution for bargaining unit members participating in bargaining during released time.

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

ARTICLE VI - GRIEVANCE PROCEDURE

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

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

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

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

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

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

Level 1. A teacher or employee shall first discuss a grievance with the immediate supervisor, who shall be defined as being a Building Principal or Director, depending on the individual’s assignment. The union shall have the right to accompany the unit member.

In the event the teacher/employee is dissatisfied with its disposition, the teacher/employee may submit the grievance in writing to the immediate supervisor.

Any grievance submitted in writing must be initiated within ten (10) school days of the immediate supervisor’s initial disposition, or be waived.

The immediate supervisor shall respond, in writing, to the written grievance within ten (10) school days.

Level 2. If the union is not satisfied with the disposition of the written grievance at Level 1, or if no decision is rendered within ten (10) school days after submission of the written grievance, the union may submit the written grievance to the Superintendent within ten (10) school days.

Within ten (10) school days of receiving the written grievance, the Superintendent, or his/her designated representative, shall meet with the union and grievant in an effort to resolve it.

The Superintendent, or his/her designated representative, shall respond, in writing, to the grievance within fifteen (15) school days after the meeting.

Level 3. If the union is not satisfied with the disposition of the written grievance at Level 2, or if no meeting is held and decision rendered within twenty-five (25) school days after submission of the written grievance, the matter may be submitted to arbitration pursuant to the following terms and conditions:

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

(b) Only the Union may submit any unsettled grievance to arbitration by notifying the superintendent, in writing, within thirty (30) working days from the time the superintendent responds, as delineated in Level 2, or does not respond, as delineated above.

(c) (1) Upon written notice requesting arbitration, the Board or its designee and Union shall attempt to select an arbitrator acceptable to both parties. If agreement on the selection of an arbitrator cannot be reached within seven (7) school days, the union may, within ten (10) school days from the date of the parties not being able to mutually agree on an arbitrator, request the American Arbitration Association.

(c) (2) The arbitration proceedings will be conducted in accordance with the rules of the American Arbitration Association.

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

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

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

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

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

Section 5. The failure of a teacher or the Union to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step.

Section 6. A grievance may be withdrawn at any level without prejudice or record. Grievances filed as Union grievances may be initiated at the appropriate level.

Section 7. Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from their Building Principal or supervisor. Grievances shall be processed and discussed outside classroom duty hours.

Section 8. Electronic forms for filing grievances shall be prepared and made available to any member of this bargaining unit.

Section 9. Any grievance that is pending at the time of expiration of this Agreement may be processed to arbitration notwithstanding such expiration.

ARTICLE VII - SCHOOL CALENDAR

Section 1. To the extent permitted by law, the school calendar will be negotiated between the Association and School Board.

Section 2. The Calendar as negotiated by the Board and Union shall be attached to this contract as Appendix C.

Section 3. Center Program professional staff will be required to complete the same number of night obligations/hours as the general education professional staff.

ARTICLE VIII - TEACHING LOAD/WORKING HOURS

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

To the extent feasible, under the circumstances (taking into account the availability of qualified teachers and facilities, the availability of funds and State requirements) an attempt will be made to (1) minimize the number of split sections, (2) limit enrollment in the regular academic classes to a building average of less than 30 pupils, and to a lower aggregate average of 28 pupils in kindergarten, grades one and two within each building. In the event an individual academic class is to have an enrollment in excess of thirty, every reasonable effort will be made to hold the enrollment to 33 or less. Specials, Young 5's, and satellite classes shall not be used to determine the upper and lower aggregate for each building.

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

Section 2. If a teacher works under two or more principals, all principals concerned shall confer about the assignments given that particular teacher.

Section 3. Regular School Day. The regular school day for all teachers covered by this Agreement shall extend from a time not earlier than ten (10) minutes before the start of their assigned daily schedule. All teachers shall remain at their assigned building fifteen (15) minutes after students have been dismissed from school for the day or the completion of their assigned daily schedule, unless excused by the Building Principal. Teachers may be required to meet with their building principal or fulfill duties associated with the needs of the building during that time.

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

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

Section 4. Each full-time high school and middle school teacher shall have one (1) preparation period daily.

Each full-time elementary teacher shall receive no less than two hundred (200) minutes of preparation time during a regular full, five-day week. A preparation period of no less than 30 minutes will be provided during each full day.

The special education center programs will provide equal preparation time as the teachers of grades K-5 as stated above.

The parties agree that preparation time is for the purpose of allowing the teacher time for planning, preparation, and work associated with the teacher's assigned duties. IEP meetings or meetings with the teacher's building administrator may be scheduled during the preparation period.

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

Section 6. Other Meetings and Responsibilities. Nothing herein contained shall be construed to relieve teachers of their obligations to attend and participate in building meetings, departmental and/or vertical coordination meetings, and other meetings (i.e., grade level, special education, art, music, physical education, etc.) and programs called by members of the Administration. The number of said meetings shall not exceed two (2) per month and shall be in addition to any meetings scheduled pursuant to Section 5.

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

Section 8. The Board and the Union recognize and agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of time beyond classroom duty hours.

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

Section 10. When a decision is made to close the schools of the district because of an Act of God, as defined by the Department of Education, public notice of such decision shall be given as soon as possible. Employees shall not be required to report to work/engage in work for the period of time for which the state allows days to be forgiven.

If the number of days goes beyond the number of days in which the state allows forgiveness, teachers may not be required to report to work, but shall be required to engage in remote work/virtual learning, as directed by the Employer.

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

Section 12. Tube feeding and catheterization will be performed by teachers on a strictly voluntary basis. Training, when necessary, shall be provided.

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

- (a) The District will request volunteers yet has the right of placement.
- (b) Compensation will be \$50 per hour.

Section 14. Extra Days. Certain bargaining unit members are expected, because of the nature of their jobs, to work days before or after the school year. Compensation time will be credited for those days and may be used at the discretion of the employee with mutual agreement

by administration and union, for school counselors and the District Nurse will work no more than six (6) days, which will consist of four (4) days prior to the beginning of the school year and two (2) days after the end of the school year. Technology coaches will work five (5) days, and literacy coaches will work ten (10) days and will be paid their per diem rate.

ARTICLE IX - VACANCIES

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

Section 2. A teaching vacancy shall occur when:

- (a) The Board creates a new position.
- (b) A teacher is terminated and the termination is either upheld or uncontested.
- (c) The Board accepts the resignation of a teacher.
- (d) A teacher is granted a leave of absence for a period of one semester or longer.
- (e) A teacher is permanently transferred from a position and the Board wishes to fill that position.

Section 3: The Board shall have the right to fill a vacancy during the school year with an employee of their choice. The vacancy, however, shall be posted, and filled after the school year in the manner set forth in Section 4.

Section 4: A vacancy occurring outside of the school year shall be filled in the following manner:

- A) First, by filling the vacancy with a certified teacher who is on layoff status.
- B) Second, by filling the vacancy with an internal certified teacher that has applied for the vacancy. If multiple internal teachers apply for the vacancy the position will be awarded using the process set forth in Article XI. However, the District has the discretion not to consider any internal bargaining unit member applying for the vacancy that has been with the school district less than 7 full school years.
- C) Finally, by hiring from outside of the district.

ARTICLE X - TEACHER ASSIGNMENTS/REASSIGNMENTS

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

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

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

Section 2. A teacher shall be transferred to another building against his/her wishes only after there has been a meeting between the teacher involved and the Superintendent or his/her designee. The Superintendent and a Union representative will confer in advance of any involuntary transfer of a teacher from one building to another after the opening of school. The conference will be for the purpose of mutually examining the problem giving rise to the need for transfer. However, the Superintendent's decision shall be final. Whenever such an involuntary transfer is made, the teacher possessing the necessary certification and the lowest evaluation numerical score shall be transferred.

Section 3. Between February 15 and March 31, or within 15 days after an involuntary transfer, a teacher may request a voluntary transfer, in writing to their building administrator and Director of Human Resources, for the following school year. Such a request shall specify the subject area and building for secondary schools, and primary or upper and building for elementary schools. These requests must be refiled on a yearly basis if not acted upon.

Section 4. Whenever an involuntary transfer is made for disciplinary reasons or to avoid disruption of the educational process, the teacher being displaced will be selected using the process outlined in Article XVIII.

Section 5. If a teacher in a co-taught classroom is absent, the District will provide a substitute teacher in that classroom. When a substitute teacher is not available, the teacher that is present will be compensated at the hourly prep rate according to Article XXX, Section 5.

ARTICLE XI - REDUCTION IN PERSONNEL

Section 1. In the event of a reduction of personnel, the decisions relative to personnel shall be made as follows:

- A. District shall first retain those teachers possessing current teaching certificates who are certified to teach in those positions to be maintained. Second, those teachers with the highest evaluation numerical score shall be retained.
- B. If two (2) or more teachers have the same evaluation numerical score, the following process, in order, shall be used to determine retention, i.e. if all requirements remain equal between teachers, progressing from steps 1 through 4 of this Section, successive steps will be utilized until the requirements are no longer equal and retention is determined:
 1. The teacher who has most recently taught the grade level/subject area/program within the last three (3) years;

2. The teacher who received relevant special training in the grade level/subject area/program;
3. The teacher who has not been disciplined or received discipline of a less severe nature; and
4. Length of service within the district.

Section 2. No teacher shall be laid off for the next school year, unless he/she has been notified of the layoff on or before May 31st. No teacher shall be laid off without being given a minimum sixty (60) day notice. No teacher shall be laid off unless there is a substantial decrease in student enrollment, a substantial decrease in revenue, or there are other substantial budgetary considerations that have a detrimental effect on the district.

Section 3. A teacher on layoff may continue his/her current health insurance at the current group rate by forwarding the appropriate premium payment to the district on a monthly basis by the first day of the month for which the premium is due. Coverage shall last as long as allowable by the Consolidated Omnibus Budget Reconciliation Act (COBRA) or as allowed by the insurance carrier, whichever is longer.

Section 4. Teachers shall be recalled in reverse order of layoff, i.e. last laid off shall be the first recalled. Notice of recall shall be sent to the last known address of the teacher on file with the district via certified mail.

Section 5. Any teacher on layoff who refuses a written offer of employment from the district for a position he/she is qualified for or fails to respond, in writing, to accept such position within seven (7) calendar days, shall be considered to have resigned and shall have no further rights under this Agreement.

Section 6. A teacher recalled may choose to reject the recall in an area of his/her certification. Once the rejection is made, the teacher shall not be eligible for recall/assignment to the area of certification rejected for the duration of his/her employment with the district.

Section 7. If an involuntary transfer is necessary to comply with this Article, such transfer shall take place at the beginning of a semester, whenever possible.

Section 8. The recall provisions of this Article shall extend for a period of time not to exceed three (3) years following the date of layoff.

ARTICLE XII- TEACHING CONTRACTS

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

ARTICLE XIII – TEACHER RESIGNATIONS

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

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

Section 3. It shall be considered a breach of contract for a teacher to discontinue his/her services during a school year for any reason whatsoever without the mutual consent of the teacher and the Board.

Section 4. A teacher who has left the employment of the Board either by dismissal or resignation shall forfeit all accrued rights and privileges.

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

ARTICLE XIV – EMPLOYEE DISMISSALS AND DEMOTIONS

Section 1. Any reprimand, discipline, demotion, or dismissal of an employee not covered by the Tenure Act shall be for just cause. All employees not covered by the Tenure Act shall serve a one (1) year probationary period beginning from their date of hire. Employees on probation may not arbitrate grievances relating to reprimands, discipline, demotion, or dismissal.

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

Section 3. Teachers are expected to comply with reasonable rules, policies, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A copy of policies adopted by the Board of Education shall be made available to all teachers.

No teacher shall be subjected to discipline or a reprimand while in the presence of colleagues, parents, staff, or students.

Section 4. No bargaining unit member subject to the Michigan Teachers Tenure Act shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without application of the standard for such as required by the Teacher Tenure Act, except the following shall not be the basis to proceed to arbitration pursuant to the Grievance Procedure of this Agreement:

1. The discharge or demotion of a tenured teacher when the teacher is able to appeal the matter to the State Tenure Commission.
2. The discharge or nonrenewal of a probationary teacher. This provision shall not be construed to preclude a grievance by a probationary teacher contending a violation of other terms of this agreement not covered herein.

Discipline shall be progressive and rehabilitative in nature. It is understood, however, the level of discipline imposed may be at a higher level based upon the severity of the offense and/or circumstances.

ARTICLE XV- HEALTH EXAMINATIONS

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

ARTICLE XVI- INJURY

Section 1. In the event an employee is injured and is eligible for Worker's Compensation, the weekly compensation required by the Act shall be paid by the Board at the time accumulated sick leave has been exhausted unless the employee, at the time of his/her injury or disability, requests to retain his/her accumulated sick leave and accept weekly compensation as provided in the Act. In no event shall an employee be paid simultaneously in whole or in part Worker's Compensation benefits and accumulated sick leave benefits. An injury occurring at work must be reported to the Building Principal within 24 hours of the injury occurring or when the employee was first aware of the injury.

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

Such income protection is a supplement to worker's compensation and the two added together shall equal but not exceed one hundred percent (100%) of an employee's daily rate of pay, less tax deductions, for his/her regular contracted teaching duties. Such income protection payment shall not exceed a period of one hundred eighty (180) calendar days during which school is in session. No income protection payments shall be made for any period when school is not in session or for any period during which the employee is eligible to receive long-term disability payments pursuant to this Agreement. In order to be eligible for supplemental payment, the injury must have occurred while exercising the employee's duties and

responsibilities in the normal course of employment during the school day or while performing scheduled duties at a sanctioned school function or activity.

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

ARTICLE XVII- SICK LEAVE

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

Section 2. Family and Medical Leave Act (FMLA) time shall be used for all eligible disabilities, illnesses, sickness, or other leaves for which an employee is required to be absent for a period of five (5) days or more. An employee shall be required to complete the required paperwork for all FMLA-eligible disabilities, illnesses, sickness, or other leaves of five (5) days or more. An employee shall be required to use accrued leave time for his/her own FMLA-eligible disabilities, illnesses, or sickness that are five (5) days or more in duration. An employee may also use accrued leave time for up to six weeks of FMLA qualifying non-disability leave time for the birth, adoption, or fostering of a child. The Employer shall use the rolling backwards calendar method to determine eligibility for use of FMLA time.

Section 3. The Board may require a doctor's note or other written evidence for any incident of sick leave of three consecutive work days or more, any day before or after a school break, or any professional development day.

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

Section 5.

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

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

Section 6. Credit shall be given to an employee at the end of his/her service year for the unused portion of his/her sick leave allowance. Leave for illness and any unused personal business days may be accumulated to an aggregate total of one hundred eighty (180) days.

Section 7. Every employee who has been in the Wyandotte School System five (5) consecutive years shall receive five (5) additional sick leave days one time only, if their current

sick leave balance is at fifty (50) days or more except that the maximum accumulation shall not exceed that stated in Section 6 immediately.

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

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

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

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

ARTICLE XVIII- TEMPORARY ABSENCE

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

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

ARTICLE XIX- PERSONAL BUSINESS

Section 1. For the transaction of personal business, there shall be an annual allotment not to exceed three (3) days with pay which if not used will be added to the accumulated sick leave days in accordance with Article XVII. A teacher may not use a personal business absence for any day immediately preceding or immediately following a school/work break period, or holiday, or for a day of professional development. Such absences shall not be used for vacations or recreational purposes.

Section 2. A teacher who is required to appear in court on matters directly related to school employment shall not have such days charged against his/her sick leave or personal business days.

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

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

ARTICLE XX- BEREAVEMENT AND FUNERAL LEAVE

If the employer suspects abuse, employees may be required to provide a letter to verify attendance and relationship.

Section 1. Employees shall be allowed five (5) days off with pay for the death of a spouse, child (natural, step, foster, adopted), mother, father, brother, sister, and legal dependent residing in the employee's household.

Section 2. Employees shall be allowed three (3) days off with pay for the death of a grandparent, grandchild, legal guardian, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Section 3. Employees shall be allowed one (1) day off with pay for the death of an aunt, uncle, niece, and nephew.

Section 4. An employee that travels a minimum of one hundred (100) miles shall be allowed one (1) additional day with pay in addition to those days delineated in Sections 1, 2, and 3.

Section 5. An employee that travels two hundred (200) miles or more shall be allowed two (2) additional days with pay in addition to those days delineated in Sections 1, 2, and 3.

ARTICLE XXI- LEAVES OF ABSENCE

Section 1. Advanced Study. Upon recommendation of the Superintendent, the Board may grant a leave of absence of one (1) year or one (1) semester, preferably the second semester, without pay and without increment in the schedule, and subject to extension at the discretion of the Superintendent and Board, for advanced study as a regular full-time student in an educational institution of recognized rank. However, a teacher shall be given a salary increment upon his/her return to duty if he/she participated while on leave as a full-time student in a government program which was given without academic credit.

Section 2. Travel and Work Experience. Upon the recommendation of the Superintendent of Schools, the Board may grant a leave of absence, without pay and without increment in salary schedule, for cultural travel or work experience related to education. Such a request shall be made to the Superintendent in writing.

Section 3. Illness Leave. Upon the approval of the Human Resources Director, a teacher may be granted a leave of absence for up to one year for their own physical or mental illness or to care for a member of the immediate family with a serious health condition. "Immediate family" and "serious health condition" will be defined consistent with the Family and Medical Leave Act. This leave is without pay or benefits, unless the teacher has accrued sick leave, which must be used concurrently. After one year, the teacher must return from leave or resign their position. If, after one year, the teacher does not return, the District will send notification accepting the teacher's resignation.

Section 4. Pregnancy and Child Care. Any teacher who becomes pregnant or requires time off for post-childbirth child care immediately following pregnancy or post-adoption child care shall be eligible for a leave of absence subject to the following terms and conditions.

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

(b) If an employee desires a post-childbirth leave or adoption leave of absence for child care purposes, the employee must make a written application for such leave at least thirty (30) days prior to the expected date of birth or adoption. A child-care leave shall be utilized during the balance of the school year immediately following the date of the childbirth or adoption. Should an expected child not live or not be available for adoption, the Board, after thirty (30) days following the employee's written request to return to work, shall employ the teacher for the unused portion of the leave in any vacant teaching position which is open or filled by a day-to-day substitute, provided the employee is certified to teach such position.

A child care leave may be extended, at the discretion of the Board, for a period of one (1) additional school year upon a written request for such extension filed with the Superintendent prior to March 30. Upon the request of the employee filed with the Superintendent prior to March 30, the Board, in its discretion, may further extend the leave for one (1) additional school year. The total amount of time used for child care leave may not exceed two (2) years.

(c) A teacher given a leave of absence for the period of pregnancy shall receive credit toward the annual salary increment on the schedule appropriate to her rank, but salary will not be provided. A leave of absence granted for post-childbirth parental care shall also be without salary. Child care leave will be without increment if no service is provided during the school year.

(d) Use of accrued leave time for a pregnancy or child care leave will be governed by Article XVII, Section 2.

Section 5. Military. Military leaves shall be subject to such conditions as may be established by Federal or State laws or the action of the Board.

Section 6. Involuntary. Upon the recommendation of the Superintendent and upon the approval of the Board, the Superintendent may request in writing that any member of the instructional staff submit to a physical or mental examination, the results of which may be used in determining involuntary leave, which shall be without pay or increment except as provisions of cumulative sick leave provide to the contrary. When such examination is requested, a report of three (3) physicians shall be required. One physician shall be selected by the employee, one by the Board, and a third shall be mutually agreeable to both parties. The Superintendent may make such additional requests at no less than thirty (30) day intervals if it is deemed essential to the welfare of the School System. In the event any teacher is to be placed on involuntary leave

the matter shall be discussed with the Union unless the teacher requests that such matter be kept confidential.

Section 7. Peace Corps and Teacher Corps. The Board at its discretion may grant a leave of absence for up to two (2) years without pay to any teacher whose work is satisfactory who joins the Peace Corps or the Teacher Corps as a full-time participant in the program. Any reenlistment shall be considered a resignation by the employee.

Section 8. Public Office. The Board at its discretion may grant a leave of absence not to exceed four (4) years without pay to any teacher to campaign for, or serve in, public office. This leave will be without pay and without increment on the salary schedule.

Section 9.

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

(b) **Union Days.** The Board shall provide thirty (30) days for the Union to be used for its members involved in Union business. The Union President must approve use of a Union Business Day before approval is provided by the Superintendent. The Union may purchase up to five (5) additional days at substitute rate for any of its members involved in Union business. No one teacher may use more than ten (10) such days.

(c) **MPSERS Reimbursement.** The Association will reimburse the Board for the full cost of the Board's MPSERS's contribution for all time used by an employee for union business or union days under this section.

Section 10. Jury Duty. A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The teacher must provide a copy of the check they received or other written verification of payment from the court. If the employee provides notice of jury duty payment as described above, these days shall not be charged against sick leave or personal business days.

Section 11. Special Leave. In those special cases where a teacher has need for a short-term leave without pay and a situation is not covered by the regular leave policy, requests shall be made directly to the Superintendent. If the request is denied, the reasons for doing so will be given if requested.

Section 12. Only teachers who have acquired tenure in this system are eligible for leaves of absence under Sections 1, 2, 6(f), 9, 10, and 11 (a) of this Article.

Section 13. A teacher while on a leave of absence under this Article shall not be entitled to credit for increments unless such credit is otherwise specifically provided. Seniority shall not accumulate for the period of such leave.

Section 14. Job Sharing. Teachers may volunteer to participate in Job Sharing, with two teachers completing one full time position (40%/60% or 50%/50%), or weekly, and/or part-time employment, such as part-time daily or weekly contracts, depending on the level, program, and the best interest of students, in order to accommodate less than full-time teaching responsibilities. Part-time teachers shall be awarded all rights and benefits, including seniority, of the Master Agreement on a prorated basis, depending on the percentage of work contracted for the year.

ARTICLE XXII– EMPLOYMENT WHILE ON LEAVE OF ABSENCE

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

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

Further, this Article may be waived in individual instances by the Board. "Half-time" employment is defined as payment at one-half (1/2) the rate ordinarily paid by the employer to persons with similar training and experience who are employed full time for this or similar work.

ARTICLE XXIII– RETURN TO DUTY AFTER ABSENCE

Section 1. In the event the salary schedule for the system is changed while an employee is on leave of absence, his/her basic salary shall be changed accordingly upon his/her return to duty.

Section 2. An employee who is returning from a leave of absence that results from personal illness, or physical or mental causes, shall, before resuming his/her normal duty, file with his/her principal or supervisor, certification from the school physician that he/she is fit to return to work.

Section 3. Prior to the completion of a leave of absence of one (1) semester, an employee must indicate, in writing, a desire to return to duty, sixty (60) days prior to the date the leave is to expire.

Where the leave of absence is for a period longer than one semester the employee must indicate, in writing, a desire to return to duty prior to the last Friday in March in the school year in which the leave is to expire. Failure to give notice required by this section or a refusal by the employee to accept a position offered and for which he/she is qualified, shall, at the discretion of the Board, terminate his/her employment.

ARTICLE XXIV- TEACHER EVALUATION

- A. Evaluations: Teachers will be evaluated using a rigorous, transparent, and fair performance evaluation system that complies with the law pursuant to Section MCL 380.1249 of the Revised School Code and this Article and grievable pursuant to the Article VI, "Grievance Procedure," and the terms set forth below.

Student growth and assessment data shall be determined using NWEA for K-5 and 6-8 math and English; Horizon for 9-12 math and English; and pre- and post-testing for all other subjects. The Center Program shall use growth data based upon student IEP goals and objectives.

- B. Process: All teachers shall have access to electronic copies of all performance evaluation system documents at the beginning of each school year. New teachers will be notified of and shall have access to electronic copies of all performance evaluation system documents upon hire.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
 - b. Bargaining unit employees shall not evaluate other bargaining unit employees.
 - c. Observations conducted by other bargaining unit employees, during instructional rounds, may include written feedback provided only to the teacher being observed or retained by the observer for their own benefit.
 - d. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two (2) days before a scheduled classroom observation. Teachers will not be required to submit lesson plans to administrators on a routine or regular basis.
 - e. Unscheduled observations shall be no less than fifteen (15) minutes. Scheduled observations shall be no less than twenty (20) minutes. One (1) observation shall be scheduled. Nothing in this Section will be construed to limit the ability of an administrator to walk into and observe a teacher's classroom at any time and to give feedback as to what was observed. Such walkthroughs will only be included in a year-end evaluation if all aspects of this Section have been met.
 - f. There shall be notice of each scheduled observation date given to the teacher at least three (3) work days prior to the observation.
 - g. Each building administrator shall discuss the performance evaluation system at a building meeting before any observations are conducted. Any employee concerns shall be addressed at this meeting.
 - h. A post-observation meeting, with written feedback, between the administrator conducting the observation and the teacher will be held within ten (10) work days of the observation. There shall be at least two (2) classroom observations of a teacher each school year. A mid-year performance update shall be provided to any teacher on an individualized development plan.

- i. After two (2) less than effective observations, a teacher, at his/her request will be observed by a different administrator.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher prior to the end of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
4. Once a staggered schedule is created beginning in the 2024-2025 school year, if a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they may be evaluated every second or third year thereafter. If the subsequent year-end rating is not “effective”, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
5. A teacher on an Individualized Development Plan shall be provided the following:
 - a. Specifically identified areas that need improvement.
 - b. Specific performance goals, in writing, intended to improve effectiveness for the next school year. These goals will be developed in consultation with the teacher. To the extent possible, performance goals shall be stated in behavioral terms, measurable and observable.
 - c. Training recommended to assist the teacher in meeting the goals of the IDP.
 - d. A mid-year progress report, supported with one (1) classroom observation, will be completed no later than February 1, that is aligned with the existing IDP.
 - e. A Mentor teacher that is informed of the conditions and requirements of the IDP.
6. An employee may only grieve an evaluation if it results in a less than effective final year-end rating.
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such a request must be made in writing within 30 calendar

days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than fifteen (15) work days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in this Agreement. While a teacher has the right to arbitration after receiving two (2) consecutive ratings of “needing support,” the Union will determine whether arbitration will be pursued and paid for by the Union. A decision by the Union not to pursue arbitration, shall not restrict the right of the teacher, pursuant to statute, to pursue and pay for arbitration.

D. Probationary Employee Non-Renewal

No later than May 15th, a final written evaluation report will be given to the Superintendent for each probationary teacher that is rated “needs support”. A copy of this evaluation report will be given to the probationary teacher. If the report contains any information not previously made known to, and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher of the reasons in writing.

ARTICLE XXV- STUDENT DIRECTION AND EMPLOYER - EMPLOYEE RESPONSIBILITY

Section 1. The Employer and the Union understand that employees are individually different in their relative teaching skills, experience, academic preparation and emotional development, and at times may need assistance and support in achieving the desired classroom atmosphere. The Employer recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

Section 2. The Employer shall promulgate rules and regulations concerning the disciplining, suspending or expelling of students for misbehavior. Such rules and regulations shall be distributed to employees and students.

Section 3. The Employer and Union recognize that behavioral problems sometimes arise regardless of the teaching environment. The development of a healthy learning atmosphere, including the maintenance of adequate discipline, is the responsibility of both the employees and

the administrators with the employees responsible generally for direct classroom operation and control and the administrators for providing assistance and support to employees as needed. In discipline matters, each pupil shall be dealt with justly and considerately.

Section 4. It is the responsibility of an employee to report unusual and serious discipline matters to the proper administrator and to initiate referral of pupils to Special Services when such is deemed appropriate. In meeting this responsibility, an employee may find it necessary to send a student to the office for disciplinary reasons, in which event, an explanation of his/her offense shall be given the principal or assistant principal by the employee.

Section 5. It is the responsibility of the principal to provide the necessary support to an employee confronted with a serious discipline problem and to facilitate the processing of pupil referrals. The principal is responsible for the development of reporting and referring procedures for the use of employees in each building.

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

Either the employee or the principal may initiate a conference regarding the student for the purpose of improving the teaching situation through identification of causal factors relating to the disciplinary problem and the development of a remedial course of action if one is warranted. The conferences will be conducted in an appropriate manner and place with available information about the student used in a discreet and confidential manner. At the option of the principal, either the student and/or his/her parents may attend the conference. Information about a student or his/her home which is obtained by the employee shall be kept confidential. The employee shall be informed of any remedial action that the principal determines to be appropriate as a result of the conference.

Section 6. The Employer will assist any employee who is the victim of an attack by a pupil or adult directly related to his/her employment by the Employer, except that the Employer may choose not to do so in the event it is clearly demonstrated that the employee committed a major error in judgment.

The Employer will provide liability insurance coverage of \$1,000,000 as protection against possible negligence suits against its employees. This insurance coverage is for the purpose of meeting the costs involved in a legal defense of a negligence suit against an employee or in a possible court award against an employee directly related to his/her employment by the Employer, and in no event will the Employer assume any obligation, specific or inferred, to meet such costs or awards other than to provide insurance coverage as described above. It is clearly agreed that the purpose of this coverage is to provide supplemental insurance protection to that provided by membership in the employee's professional organization and that the coverage

provided by the Employer's policy will begin after that provided by membership in an employee's professional organization has been exhausted.

Section 7. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personalities. It is recognized that these democratic values often can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and student is encouraged within the limits of good taste and the maturity levels of the pupils. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Nothing in this section should be interpreted to modify the basic principle that teachers acting in their official capacity are representatives of the School District and teachers should act with that understanding.

ARTICLE XXVI- EMPLOYEE CONFERENCES

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

Section 2.

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

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

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

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

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

ARTICLE XXVII- PERSONNEL RECORDS

Section 1. An employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be in the presence of the Administrator responsible for the safekeeping of these files.

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

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

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

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

ARTICLE XXVIII- SUPREMACY OF CONTRACT

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

Section 2. The Board agrees that the provisions of any individual teacher contract shall be subordinate to those of this Agreement.

Section 3. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIX- GENERAL

Section 1. The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform the duties of his/her employment. Further, the Union shall not cause, engage in or sanction any sit-ins, or other such demonstration of the Wyandotte School District, or similar activities.

Section 2. The Board shall have the right to establish reasonable rules and regulations consistent with the terms of this contract.

Section 3. The Board shall have the right to medically investigate any employee's absence which is reported as being for medical reasons.

Section 4.

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

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

Section 5. If the District applies for a waiver/deviation from the special education rules and regulations, and if it will have a negative impact on the employee's workload, the union will be consulted and given reasons for such application.

Section 6. Any new employee will be required to pay for his/her fingerprinting as required by law for employment.

ARTICLE XXX-- SALARIES AND OTHER FRINGE BENEFITS

Section 1.

(a) The salary schedules covered by this agreement for the school years are listed in Appendix A.

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

(c) Sixty-two dollars (\$62) will be paid to persons with Bachelor's but not Master's degrees for each semester hour earned beyond those necessary for meeting permanent certification requirements; however, no payments will be made for the first eighteen (18) hours completed beyond the Bachelor's degree or in excess of a total of twenty-two (22).

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

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

(d) Sixty-six dollars (\$66) will be paid to persons with Master's degrees for each semester hour earned beyond the Master's degree, up to a maximum of thirty (30) semester hours.

(e) Completion of hours or an advanced degree must occur prior to the beginning of the current school year. In addition, evidence of completion must be provided by October 15th of the current school year in order to receive the compensation delineated above. Any evidence provided after October 15th shall be compensated the following school year.

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

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

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

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

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

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

Section 2.

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

Should the death of a teacher result from accidental causes, as defined in a standard life insurance contract, then \$40,000 shall be added to the above-mentioned death benefit.

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

(b) There shall be no more than one Board provided health insurance policy for one household. In any household where an employee elects to waive Board provided health insurance in writing or an employee is not eligible for such insurance, the Board shall contribute a total of \$100 per month to the employee.

(c) The Board shall implement flexible spending accounts for teachers on the same basis as such accounts have been implemented for other bargaining units within the

District. The flexible benefit program will cease if it adversely affects the nontaxable status of other fringe benefit programs.

(d) The employer will enter into a good faith discussion regarding benefits, insurance, co-pays, etc. prior to the annual open enrollment period.

Section 3. An individual serving ten (10) consecutive years within the WEA unit and eligible for retirement due to age, years of service, or medical reasons, for the 2024-25 school year, shall receive fifty percent (50%) of their accumulated sick time, at their current per diem rate, to a maximum of \$20,000. For the 2025-26 and 2026-2027 school years, members will be paid for all of their accumulated sick time at the following rates, provided the teacher is eligible to receive and has made application to receive monthly pension payments from the Michigan Public School Employees Retirement System (MPSERS).

- 2025-2026 - \$200 per sick day
- 2026-2027 - \$150 per sick day

Eligibility for the above payment requires retirement at the end of the first semester or the end of the year, barring extreme circumstances. To receive payment, an individual must provide an irrevocable notice to the Director of Human Resources no later than March 1st for a June 30 retirement or September 15th for an end of first semester retirement. The calculation for this payment will be based on the remaining sick day balance as of the last day of school. Payment will occur on the pay date following the individual's last regular pay.

In the event of the death of an employee, at any time, payment of the amount delineated above, shall be made to the estate of the employee.

Any teacher who receives the payment delineated above shall only be eligible for the payment one (1) time.

Section 4. Teachers who give up their preparation period to teach an extra class will be compensated at the following rates: up to 30 min. = \$40.00; 31-60 min. = \$60.00

ARTICLE XXX- DURATION OF AGREEMENT

This Agreement shall be in effect for a period of 3 years, from August 1, 2024 through July 31, 2027 and shall continue in effect from year-to-year thereafter unless written request to modify or terminate is delivered by either party to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to July 31, 2027.

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


SCHOOL DISTRICT OF THE

WYANDOTTE EDUCATION ASSOCIATION


CITY OF WYANDOTTE



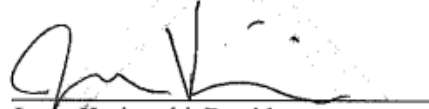
Dr. James Anderson, Superintendent



Brandy Nusser, Director of Finance




Tonya Brodie, Director of Human Resources



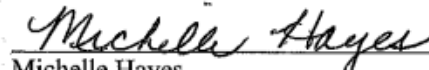
Jason Krajewski, President



Mark Rutkowski, Vice President



Amanda Southward



Michelle Hayes

June 7, 2024

APPENDIX A
SALARY SCHEDULES

2024-25			2025-26			2026-27		
Step	BA	MA	Step	BA	MA	Step	BA	MA
1	\$45,052	\$47,457	1	\$45,953.04	\$48,406.14	1	\$46,872.10	\$49,374.26
2	\$48,713	\$52,022	2	\$49,687.26	\$53,062.44	2	\$50,681.01	\$54,123.69
3	\$52,374	\$56,587	3	\$53,421.48	\$57,718.74	3	\$54,489.91	\$58,873.11
4	\$56,035	\$61,152	4	\$57,155.70	\$62,375.04	4	\$58,298.81	\$63,622.54
5	\$59,696	\$65,717	5	\$60,889.92	\$67,031.34	5	\$62,107.72	\$68,371.97
6	\$63,357	\$70,282	6	\$64,624.14	\$71,687.64	6	\$65,916.62	\$73,121.39
7	\$67,018	\$74,847	7	\$68,358.36	\$76,343.94	7	\$69,725.53	\$77,870.82
8	\$70,679	\$79,412	8	\$72,092.58	\$81,000.24	8	\$73,534.43	\$82,620.24
9	\$74,340	\$83,977	9	\$75,826.80	\$85,656.54	9	\$77,343.34	\$87,369.67
10	\$78,001	\$88,542	10	\$79,561.02	\$90,312.84	10	\$81,152.24	\$92,119.10
11	\$81,662	\$93,107	11	\$83,295.24	\$94,969.14	11	\$84,961.14	\$96,868.52
12	\$85,323	\$97,672	12	\$87,029.46	\$99,625.44	12	\$88,770.05	\$101,617.95
13	\$88,984	\$102,237	13	\$90,763.68	\$104,281.74	13	\$92,578.95	\$106,367.37

APPENDIX B(1)—EXTRA DUTIES & ACTIVITIES

Section 1. The Board will make available compensatory pay for extra duties and activities. Any and all such payments shall be limited to the express and specific provisions of this Appendix of the Master Agreement.

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

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

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

Section 4. For other extra work which has been assigned and/or approved by the building principal, a teacher shall be entitled to additional compensation as provided for in Sections 5 and 6 of this Appendix, subject to this Appendix’s conditions and restrictions.

Section 5. Appendix B(2) pay schedules for members of the bargaining unit represents the compensatory pay schedule for the bargaining unit.

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

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

Section 8.

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

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

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

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

Section 11. Records of extracurricular assignments and hours shall be the responsibility of the building principal. All hours accumulated for payment and approved by the principal must be submitted to the Payroll Department no later than the last Friday of the regular school year.

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

Section 12. In cases where student participation exceeds safe supervision limits, the district and the union will discuss added positions for that current school year.

Section 13. Teachers who are required to attend evening events beyond those delineated in Article VII (sections 1, 2, 3) will be compensated at a flat rate of \$60 per hour.

APPENDIX B(2)—EXTRA DUTIES & ACTIVITIES ANNUAL STIPEND AMOUNTS