

1752
State of Michigan

In the matter of:

Westwood Community Board of Education

and

Westwood Education Association

Hearing Officer's Fact Finding Report

*Daniel Kuzger 7-8-71*Appearances

For the Board of Education:

Paul R. Hunt
Jack Hosmer
George McGuire
Wesley L. Moore
William J. Robbins, Attorney

For the Education Association:

James Dwire
John Fitzgerald
James Trudell
George Wicklund
Arthur Fredrick, M.E.A.
George Trudell, M.E.A.

This is a fact finding report under the provisions of Section 25 of Act 176 of the Public Acts of 1939, as amended which provides in part as follows:

"Whenever in the course of mediation under Section 7 of Act No. 336 of the Public Acts of 1947, being Section 423.207 of the Compiled Laws of 1948, it shall become apparent to the Board that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the Board may make written findings, with respect to the matters in disagreement. Such findings shall not be binding upon the parties but shall be made public...."

Westwood Community Schools

In accordance with the Board's Rule and Regulations relating to fact finding, the undersigned Hearing Officer was designated to conduct a hearing in the matter and to issue a report in accordance with Labor Mediation Board General Rules and Regulations Rule 35. Rule 35 states that Hearings Officer will issue a report with recommendations with respect to the issues in dispute.

The Issues

In its petition for fact finding dated April 21, 1971, the Westwood Education Association listed the following unresolved issues in its negotiations with the Westwood Community Board of Education:

ARTICLE III

Section E--Holidays--Appendix G--Calendar

Section H--Outside Experience. Association requesting full credit for outside experience.

Section I and L--Hours beyond a degree.

Association Position: \$25.00; \$30.00 unlimited reimbursement.

ARTICLE V

Section E and F--Hourly Rate. Two times individual hourly rate.

ARTICLE VI

Section B--Class Size. Reduce Kindergarten, grade one, grade two to 26.

ARTICLE XI

Section D--Rate of Payment for Severance. Existing Language.

ARTICLE XII

Section A--Group Life--\$25,000.

Section B--Blue Cross. M.V.F. II plus existing language.

New Section--Dental. \$20.00 per month per teacher.

New Section--Income Protection. 60% of salary, 30 days.

ARTICLE XIV

Section B--Legal Counsel (Assault). Existing language.

Section C--Legal Counsel (Suit Against Teacher). Existing language.

Section E--Reimbursement for Personal Loss. Existing language.

ARTICLE XIX

Section B--Reduction in Staff. Comprehensive procedure for reduction, consolidation, annexation.

Section C--Consolidation of District. Covered in Section B.

ARTICLE XXIII Duration of Agreement.

NEW ARTICLE Curriculum Council. Organizational structure.

APPENDIX A Salary Schedule

B.A. 1-10 Schedule - \$8425 - 13,450

M.A. 1-10 Schedule - \$9100 - 14,300

Substitute Pay--Existing language.

APPENDIX B Auxiliary Pay

(Athletic) 15% of present dollar amounts.

APPENDIX C Auxiliary Pay Stipends

(Non-Athletic) 15% of present dollar amount. Clubs--change French to Foreign Language.

APPENDIX G Calendar. As proposed by Association.

The Board in its answer of April 26, 1971, stated "The issues listed by the Westwood Education Association are the issues still unresolved as of this date."

The Michigan Employment Relations Commission concluded that issues in disagreement might be more readily settled if the facts were determined and publicly known. Accordingly, the Commission appointed Dr. Daniel H. Kruger as its Hearings Officer and Agent. The first hearing was held in Detroit, Michigan, on May 27, 1971, and the second, on June 8, 1971, in East Lansing, Michigan. The parties also submitted post-hearing briefs which were received on or about June 17, 1971.

It should be noted that the unresolved issues relate to negotiations for the school year 1970-71. There was an 11-day strike in September, 1970.

Negotiations have been conducted throughout the school year 1970-71 and, thus, the teachers have been working without a contract.

Discussion of Issues and Recommendations

Salary Schedule

The salary schedule for 1969-70 was \$9500-11,950 for the B.A. and \$8300-13,850 for the M.A. Since there was contract, the salary schedule for 1969-70 was in effect during 1970-71. The Education Association sought a salary schedule of \$8425-\$13,450 for the B.A. and \$9100-\$15,300 for the M.A. The Board's salary proposal was \$7800-12,271 for the B.A. and \$8990-14,900 for the M.A.

The Table I below shows a comparison of the salary proposals of the Association and the Board.

Table II below shows a comparison of the two proposals by both dollar and percent increases for each step.

TABLE I. COMPARISON OF SALARY PROPOSALS

<u>Current 1969-70</u>	<u>Association Proposal 1970-71</u>	<u>Board Proposal 1970-71</u>
	<u>B.A.</u>	
	0 8425	0 7800
1 7500	1 8983	1 7915
2 7810	2 9541	2 8400
3 8227	3 10099	3 8749
4 8644	4 10657	4 9350
5 9200	5 11215	5 9850
6 9673	6 11773	6 10250
7 10145	7 12331	7 10780
8 10670	8 12889	8 11408
9 11303	9 13450	9 12271
10 11950		

Table I Continued

	<u>M.A.</u>		
<u>Current</u> <u>1969-70</u>	<u>Association Proposal</u> <u>1970-71</u>	<u>Board Proposal</u> <u>1970-71</u>	
	0 9100	0 8990	
1 8300	1 9788	1 9160	
2 8781	2 10476	2 9463	
3 9358	3 11164	3 9981	
4 9831	4 11852	4 10461	
5 10356	5 12540	5 10986	
6 10881	6 13228	6 11511	
7 11406	7 13916	7 12088	
8 11983	8 14604	8 12666	
9 12561	9 15300	9 13296	
10 13191		10 14900	
11 13850			

TABLE II. DOLLAR AND PERCENT INCREASE OF EACH
STEP OF THE BOARD AND ASSOCIATION PROPOSALS

<u>Board Proposal</u>			
<u>B.A.</u>		<u>M.A.</u>	
\$	%	\$	%
1 300	4.0	690	8.3
2 105	1.3	379	4.3
3 173	2.1	105	1.1
4 105	1.2	150	1.5
5 150	1.6	105	1.0
6 177	1.8	105	1.0

Table II Continued

	<u>B.A.</u>		<u>M.A.</u>	
	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
7	105	1.0	105	.9
8	110	1.0	105	.9
9	105	.9	105	.8
10	321	2.7	105	.8
11			1050	7.6

Association Proposal

	<u>B.A.</u>		<u>M.A.</u>	
	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
1	925	12.3	800	9.6
2	1173	15.0	1007	11.5
3	1314	16.0	1118	11.9
4	1455	16.8	1333	13.6
5	1457	15.8	1496	14.5
6	1542	15.9	1659	15.2
7	1628	16.0	1822	16.0
8	1661	15.6	1933	16.1
9	1586	14.0	2043	16.3
10	1500	12.6	2109	16.0
11			1450	10.5

(taken from Association Exhibit 5-17a)

It will be noted that the percent increases of the Board range from 0.9 percent to 4.0 percent for the B.A. and 0.8 percent to 8.3 percent for the M.A. There are, however, no teachers at Step 1 of the M.A. schedule. There are, however, 34 teachers at Step 10 M.A. schedule.

The Education Association's proposal provides for percent increases 12.3 percent to 16.8 percent for the B.A. and 9.6 percent - 16.3 percent for the M.A. There is no index factor in the salary schedule.

After close examination of all the exhibits, the Fact Finder recommends a 7 percent increase in salary based on the 1969-70 salary schedule. This would produce a salary range for the B.A. of \$8025-\$12786 and for the M.A. a range of \$881 to \$14819. This 7 percent increase only permits the teachers to maintain the purchasing power of their existing salary inasmuch as the cost of living as measured by the Consumer Price Index, (U.S. Department of Labor) rose 7 percent from September 1969 to September 1970 (Association Exhibit--18a).

Granting a seven percent increase, according to the Fact Finder's calculation, would cost the School district an estimated \$2,328,759 in instructional salaries for 1970-71. The Board's proposal costed out to \$2,242,664, thus the difference between the cost of the Fact Finder's recommendation and the Board's proposal is \$86,095.

In Table III there is a comparison of the proposals with the 1969-70 salary schedule and the Fact Finder's recommendation. It should be noted that all teachers employed prior to September 1970 will receive a step increase in which is built the 7 percent recommended increase. For example, a teacher in 1969-70 at \$7500 (B.A., Step 1) would receive in 1970-71 \$8852 (B.A., Step 2) or an increase of 18 percent or \$1352. The teachers who will receive only a 7 percent increase are those who were at the top of both the B.A. and M.A. schedules in 1969-70. The teacher at the top of the B.A. schedule would receive an increase of \$836 and the teacher at the top of the M.A. schedule, an increase of \$969.

TABLE III. COMPARISON OF SALARY PROPOSALS
AND FACT FINDER'S RECOMMENDATION

<u>Current 1969-70</u>	<u>Association's Proposal 1970-71</u>	<u>Board's Proposal 1970-71</u>	<u>Fact-Finder's Recommendation</u>
<u>B.A.</u>			
	0 8425	0 7800	0 8025
1 7500	1 8983	1 7915	1 8356
2 7810	2 9541	2 8400	2 8852
3 8227	3 10099	3 8749	3 9249
4 8644	4 10657	4 9350	4 9844
5 9200	5 11215	5 9850	5 10350
6 9673	6 11773	6 10250	6 10855
7 10145	7 12331	7 10780	7 11416
8 10670	8 12889	8 11408	8 12094
9 11303	9 13450	9 12271	9 12786
10 11950			200 12986
<u>M.A.</u>			
	0 9100	0 8990	0 8881
1 8300	1 9788	1 9160	1 9395
2 8781	2 10476	2 9463	2 10013
3 9358	3 11164	3 9981	3 10519
4 9831	4 11852	4 10461	4 11080
5 10356	5 12540	5 10986	5 11642
6 10881	6 13228	6 11511	6 12204
7 11406	7 13916	7 12088	7 12821
8 11983	8 14604	8 12666	8 13440
9 12561	9 15300	9 13296	9 14114
10 13191		10 14900	10 14819
11 13850			200 15019

Calendar

The school calendar is a moot question since the 1970-71 school year has been completed. The Fact Finder notes that the 11-day strike early in the school year resulted in a loss of income for the teachers in an amount of approximately \$46,200. This was calculated as: 11 days x \$28 (the average salary per day of teachers) x 150 (the number of teachers involved). This \$46,200 helps to explain the availability of additional funds for salaries and the \$98,027 appearing in School Board Exhibit 3B.

Credit for Teaching Experience

The Fact Finder noted the positions of both the Association and the Board. The essential difference is that the Association wants full credit on the salary schedule for years of outside teaching experience in any school district in Michigan or other teaching experiences. The Board wants to give credit for up to a maximum of 8 years credit for years of outside teaching experience in any school district in Michigan or other teaching experience for which credit is allowed by the Superintendent. The 8-year credit maximum also appears in the 1969-70 contract (Article III, Section H).

It is the Fact Finder's understanding that this issue in the Westwood School district is currently before the courts and therefore he refrains from making a recommendation. The Court will decide this issue and it is presumptuous for the Fact Finder to anticipate what the Court will decide. In passing, he does note that only 7 of 35 (or 20 percent) of school districts listed in Association Exhibit 2b entitled Section H--Credit for Teaching Experience--provide full credit for teaching experience.

Professional Compensation--Hours Beyond B.A.

The Association seeks \$25 payment for each semester hour of credit without any limit on the number of hours taken and for which compensation will be made.

The Board's position, which is the same as in the 1969-70 contract (Article II, Section I) provides for a payment of \$16 per semester hour taken and a limit of 25 hours.

The Fact Finder recommends a payment of \$20 per semester hour of credit and a maximum of 30 hours for which payment will be made.

Data in Association Exhibit 3e entitled Wayne County Districts--Payment for Hours Beyond a Degree show that out of 29 districts reporting data, 13 Districts pay less than \$20, 6 pay \$20 and 10 Districts pay more than \$20 per credit hour taken.

With thirty semester hours, the teacher can receive a Master's Degree in most instances. This should serve as an incentive. Once a Master's Degree is obtained, the teacher can set other educational goals.

The Fact Finder recommended a payment of \$20 per semester credit for two reasons. He was persuaded by Exhibit 3e that such an amount was reasonable. Secondly, it reflects his bias that a teacher should also invest personally in his self-development. The salary schedule itself provides incentives, i.e., a higher salary for the M.A. degree over the B.A. degree.

Professional Compensation--Hours Beyond the M.A.

The Education Association sought a payment of \$30 per semester credit earned beyond the Master's degree without any limit. The Board's proposal, which is the same as in the 1969-70 contract (Article III, Section L) provides a payment of \$17 per semester credit earned with a maximum of 25 hours for which payment would be paid.

The Fact Finder recommends a payment of \$20 per semester credit and a maximum of 30 hours for which payment will be made.

Thus, he recommends the same provisions for teachers earning semester credits beyond the B.A. and M.A.

Should the parties decide in future negotiations to establish a salary schedule which would include a Ph.D. category, this provision could be reassessed.

Auxiliary Pay Stipends--Hourly Rate

The Education Association's position is that the elementary teacher should be compensated for preparation time lost at his individual hourly rate and that the secondary teacher who accepts a class which requires him to forfeit preparation hours should also be compensation at his individual hourly rate (Association Exhibit 4a, Article V). The Board's proposal is that preparation time lost for both elementary and secondary teachers be paid at an hourly rate (Association Exhibit 4a, Article V). This is the same language as the 1969-70 contract.

The Fact Finder recommends that preparation time lost be compensated at an hourly rate of seven (7) dollars. He reached this recommendation on the basis of the Association Exhibit Article V, Appendix c 4b. Of the 21 school districts for which data are available, 15 pay an hourly rate.

Appendix C--Auxiliary Pay Stipends

The Association's position is that teachers be paid at their individual hourly rate per class or clock hour as program indicates, in addition to contracted salary for time spent in the following activities:

Summer school

Driver education

Band and choral directors for approved activities (Junior and Senior High schools) up to a maximum of \$300

Guidance Department Head--\$350

The Driver Education Coordinator shall be paid \$150 in addition to his contracted salary.

The School Board's position was not available, but Appendix C in the 1969-70 contract provides that teachers be paid \$6.00 per class or clock hour. The balance of the Association's proposal as noted above is identical with the contract language.

There is, however, a discrepancy in Association's Exhibit 4a entitled Article V, Teaching Loads and Assignments and Assignments and Exhibit 18b, Appendix C, covering these items. Exhibit 18b in addition to calling for payment on an individual hourly rate, also indicates payment for Band and Choral Directors up to a maximum of \$400 and for a Driver Education Coordinator a payment of \$175 a year in addition to his contract salary.

The Fact Finder recommends that teachers be paid \$7.00 per class or clock hour for the activities noted.

Appendix C deals with auxiliary pay stipends for at least 21 functions. The Association seeks more money for these positions. The Board's position as indicated in the Association Exhibits 18c and 18d is identical with that in Appendix C 1969-70 contract.

The Fact Finder is hard put to evaluate the relative worth of these 21 functions or activities. For example, in Association Exhibit 18a Appendix C should a cheer-leading sponsor in the Senior High School receive \$460 while a Department Head in the Senior High School receives an auxiliary pay stipend of \$402? A Senior Class Sponsor (head) under the Association's proposal receives \$460, but the Student Council-Secondary receives \$345 and the Student Council-Elementary, \$58. There is something radically remiss in such a payment schedule, especially at this time when students are demanding to participate in high school governance. Moreover, what does the School Social Worker do? Can the school counselors perform the same function? Payment for the Year Book sponsor of \$518 is equated to diagnostician with one year of experience.

The entire area of auxiliary pay stipends needs to be critically reexamined. There certainly is no available rationale why one function receives one amount and another function something else. It would seem that the functions or activities being paid and their respective stipends reflect historical patterns and the values of the school system.

Accordingly, the Fact Finder strongly recommends that the Appendix C Auxiliary Pay Stipends which appears in the 1969-70 contract be maintained only for 1970-71, the school year just completed. He further strongly recommends that a committee composed of representatives of both the administrative group of the School District and Westwood Education Association be established prior to the beginning of the 1971 school year or, if that is not feasible shortly after the beginning of the school year, to make a thorough study of all of these activities. The study will include preparing a detailed job description for each position, what kinds of skills are required to perform this position, and how much time is involved in the discharge of the job duties of this position. A pay schedule could then be developed.

The School District and the Education Association, in the view of the Fact Finder, could obtain technical assistance from business or industrial firms located in the District to conduct such a study. It has been the experience of the Fact Finder that generally business or industrial firms want to be cooperative in helping the school district in such matters. If auxiliary pay stipends are to make sense, the parties must develop a more rational basis for them.

Appendix B--Auxiliary Pay Stipends--Athletic Coaching Assignments

The Association seeks more money for Athletic Coaching Assignments (Association Exhibit 17a, Appendix B). The Board's position as reflected in Association Exhibit 17b is the same schedule as appears in the 1969-70 contract. In the hearings it was noted that the last adjustment in this schedule was in 1967-68.

The Fact Finder is hard-pressed to make reasoned judgments about the pay of the coaching staffs. He, of course, can look at what other districts are paying, but this method is not satisfactory to him. As in the recommendation made on Appendix C, he strongly recommends that the existing schedule in the 1969-70 contract be maintained for the school year 1970-71 just completed. He further recommends strongly that a thorough study be made of all athletic programs noted in Appendix B. A Committee of Coaches and representatives of the Administration would conduct such

a study which would include a job description for each coaching staff, a careful analysis of time required to discharge job duties, and kinds of skills required. On the basis of these data, a more realistic pay schedule could be constructed for each position. With such a well-conceived structure, future adjustments could be based on the Consumer Price Index.

The Committee should be appointed if possible before the beginning of the school year 1971 or if this is not feasible, immediately after school begins in September 1971. The Committee should complete its work within four months or by February 1, 1972. The Committee should seek technical assistance to assist in this job evaluation study. As indicated previously, business and industry could supply such technical assistance.

Once the study is completed, the parties could bargain on the rates to be assigned to each coaching position based on the relationships between the various positions as determined by the study.

Teaching Conditions--Class Size

The only issue in class size is for the kindergarten, first, and second grades. The Association seeks a maximum of 26 (Association Exhibit 5a, Article VI) whereas the Board's position is for a maximum of 30 students (Association Exhibit 5b, Article VI) in these three grades. The 30-student maximum is identical with language in the 1969-70 contract (Article VI, Section B, p. 10).

Both the parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program and the Fact Finder concurs. The question before the Fact Finder is whether 26 or 30 students should be the maximum number in the Kindergarten, first, and second grades.

The Fact Finder is reluctant to recommend 26 or 30 as the maximum for the Kindergarten. He, instead, strongly recommends that the Board exert every effort to have as small classes as possible in these three grades and that targets be set. Under certain conditions the target in the Kindergarten should certainly be less than the 26

as sought by the Association, perhaps only as many as 20. The Kindergarten represents the students' first introduction to the school.

In the first grade, perhaps there could be one or two more students, i.e., 22 or 23. As the student grows and matures, the classes could be slightly larger. Perhaps 26 students could be the target in the second grade.

The Fact Finder's concern is that these three grades are crucial in the educational development of the child. It would appear to him that the abilities and capabilities of the students in the kindergarten should be the governing factor as to its size, not some arbitrary number such as 26 or 30. For example, slow learners probably need more assistance from the teacher than do other kinds of learners. The Fact Finder, therefore, recommends that every effort be made to have a target of 20 students in the kindergarten. This means that with two sessions, one in the morning and a second in the afternoon, the kindergarten teacher will be relating and teaching 40 different students. This is admittedly quite an assignment for any teacher.

For the first grade, the Fact Finder again recommends that the class be as small as possible, for example, 22-23 students. He further recommends that the second grade be as small as possible with perhaps 26 or 28. This recommendation he hastens to add is not based on any research which he has done or which he has come across. It just seems to him that the School District and the Education Association must work together to have classes in these three grades as small as possible. He has targets of 20 for the kindergarten, 22 or 23 for the first grade, and 26-28 for the second grade. However, a thorough assessment of the students should be the critical factor in determining class size. If a teacher honestly feels that the targets recommended are unrealistic for his or her particular class, he or she should discuss this with the Principal and the Association Representative to see what can be done to improve the situation. The objective here is to provide a high-quality education for these youngsters and the parties should strive to achieve this objective.

It is not the intent of the Fact Finder to encourage a rash of grievances by setting targets. This is an important distinction between a target and a maximum. Webster defines target as "a mark to shoot at"; "a goal to be achieved." Webster defines "maximum" as "the upper limit allowed by authority"; "the highest quantity attainable or attained." Given the financial condition of the School District, the budget restraints must be considered as to whether targets can be achieved. Reducing class size in these three grades to the point where all students are developing to the maximum extent possible should be both a short- and long-run goal for both the School Board and the Education Association.

If student elementary teachers are available, they should be assigned to grades K-Second. Moreover, if teacher aides are employed and the Fact Finder did not find any provision in the 1969-70 contract for teacher aides, they should be assigned to these grades.

The Fact Finder noted that the school has available the services of a diagnostician, school nurse, speech correctionists, school social worker, special education personnel A or Type C. All of these should be involved in identifying problems which the students in K through Second grades may have and they should do whatever is possible to correct deficiencies or to help ameliorate their out-of-school problems. The changing nature of the school population in Westwood makes it imperative that all steps be taken within available resources to promote a solid foundation on which the young students in Kindergarten, First and Second Grades can build. These grades should have the highest priority on available resources and this should be recognized by both parties.

Termination of Service--Rate of Pay

The Education Association seeks to retain the provision which has been included in their collective negotiations agreement since 1966. The language reads: "All payment made under the provisions of this article shall be made at the rate of pay of the last full time assignment of the employee in the school district" (Association

Exhibit 6a entitled Article XI, Termination of Services).

Apparently the Board feels that money can be saved by costing out the unused sick leave days on a year-by-year basis rather than at the time payment is made. No evidence was introduced by the Board as to the exact savings which would result from the change in language.

The Fact Finder recommends that the existing language in the contract should be retained inasmuch as the identical provision has been in the agreement since 1966. It has not apparently caused any real difficulty between the parties.

Life Insurance

The Education Association seeks to increase the amount of life insurance from \$7500 to \$25,000. The Board wants to retain the amount of life insurance currently provided, \$7500 (Association Exhibit 7a, entitled, Article XII, Insurance Protection).

The Fact Finder recommends that the life insurance coverage for each teacher be increased to \$10,000. He reached this recommendation through the Association Exhibit 7b entitled Life Insurance Coverage. Ten of the districts listed have provided \$10,000 life insurance coverage. Fifteen provide less than \$10,000 coverage and only three districts provide more than \$10,000 life insurance.

The cost of this additional coverage to the School District would be \$2226.00. This was calculated as follows: \$.35 cost per thousand x 2.5 x 12 months x 212 teachers.

Health Insurance

The Education Association seeks to expand the benefits under the Health Insurance provisions. Specifically, the teacher shall be provided with Blue Cross hospitalization, Michigan Variable Fee II, N-C, Master Medical plan with options as they become available, full coverage family, semi-private. The Board pays the full cost (Association Exhibit 8a, entitled Article XII, Insurance Protection).

The last two agreements provided Blue Cross Hospitalization, Michigan Variable Fees I, N-C, Master Medical Plan with options as they become available, full coverage, Family, Semi-private (Association Exhibit 8b, entitled Section G, Health Insurance).

The Education Association estimates the cost of the new coverage as being \$6610 (Association Exhibit 19a entitled Summary of Insurance Costs). This seems to be an underestimate of the increase in the cost of Blue Cross. The proposed budget for 1970-71 (Board Exhibit 3b) shows under account number 2700 an increase in costs for Blue Cross Insurance of \$16,846 from \$78,640 in 1969-70 to \$95,486 for 1970-71. Health insurance is becoming expensive. Just to maintain its existing program of health insurance, the Board will pay an additional cost of \$16,846 in 1970-71.

The Board, in seeking to strike out the language "options as they become available," is trying to control its costs of health insurance. It does not have any foresight as to what these options may be. The trend, however, is to provide more and more options which will increase the costs of health insurance.

The Fact Finder recommends that the teachers be provided without cost Blue Cross Hospitalization, Michigan Variable Fees I, N-C, Master Medical Plan, full coverage Family Semi-private. These are the benefits the teacher now has. It is understandable why the teachers desire expansion of benefits; but, just to maintain its current level of benefits in 1970-71, the Board must cover an increase in health insurance costs of 21 percent over last year's costs (1969-70).

In this recommendation the Fact Finder omitted the language "with options as they become available." This was no oversight. This is a recommendation. If additional options in the health insurance program become available, the parties can bargain over their inclusion in the agreement. This will give the parties an opportunity to discuss the growing costs of their health insurance program as well as the total costs of the economic demands and counterdemands of the parties.

Dental Insurance

Dental Insurance is a new fringe benefit being proposed by the Education Association. The Education Association seeks to have the Board provide the MESS A/DCI Dental Service Plan for all members and their eligible dependents. The Board will pay \$13.93 per month per teacher for this benefit (Association Exhibit 9a entitled Article XII, Dental Insurance). The Board has not offered any proposal.

The proposal of the Education Association covers Plan A of the MESS A/DCI Dental Care Program which carries a premium of \$11.68 per month per employee, which would include the employee and eligible dependents plus a rider which would pay 50 percent of the orthodontist's actual charge up to a maximum of \$400. The rider costs \$2.25 per month per employee.

The Education Association's rationale for dental care is: "proper dental hygiene is a necessity for all professional staff members to perform effectively in the classroom not only for himself but for the children he teaches" (Association Exhibit 9b entitled Dental Insurance).

The Education Association has estimated that the cost of dental insurance would be \$33,766 for 202 teachers for 1970-71.

No information was presented on the other school districts in Wayne County which have dental insurance. The Fact Finder appreciates the need for dental insurance but he cannot recommend it at this time. There appear to be higher priorities at this time than dental insurance.

Long Term Disability

Long term disability is a new provision being sought by the Education Association. The Association's proposal is presented below.

The Board shall contribute two (2) days per teacher per year to a central leave day bank. These days may be used by any teacher who has been sick or disabled for ten (10) consecutive school days or other emergency situations.

Teachers desiring the use of such days shall apply in writing to the Association. Representatives of the Association, appointed for this purpose, shall determine the validity of the request and the number of days that will be granted to the requesting party. Any unused days shall remain in the central bank. The representatives may meet to review and adjust the number granted a teacher.

The days shall be accumulative and shall not be subtracted from the annual contribution of the Board.

The Board has no proposal on long term disability.

The Education Association has estimated the cost of this provision to be \$11,312. (See Association Exhibit 19a.) (This is calculated as follows: $202 \times 2 \times \$28$.)

The Education Association presented an exhibit (10b and 10c entitled Provisions for Long Term Disability in Wayne County Districts) which showed that 15 school districts do not have any provision in their agreement for long term disability. Eighteen districts have some kind of provision; all are not uniform in terms of coverage, waiting period, and duration of payment.

The Fact Finder does not recommend the inclusion of a long term disability provision along the lines as presented by the Education Association for three reasons. It seems to him that the cost of the central leaves day bank is high and that such a plan does not provide adequate protection to the teachers. Three or four serious disabilities could bankrupt the bank. Thirdly, the Education Association's proposal is to be administered solely by the Association.

The Fact Finder does recommend that the parties explore a long-term disability provision through some commercial insurance carrier. They may well find that an annual premium of the magnitude of \$11,312 would purchase more protection for the members of the bargaining unit than the plan as presented by the Education Association. Moreover, a long term disability plan should be integrated with other insurance programs, such as Workmen's Compensation, in order to provide as much protection as possible as permitted under a comprehensive insurance plan.

Protection of Teachers--Legal Counsel

There has been a provision for legal counsel in the agreements negotiated since 1966. The language of this provision which has been identical in all agreements since 1966 is:

Any case of assault upon a teacher or substitute teacher, while acting within the jurisdiction of his assignment by the Board, shall be promptly reported to the Board or its designated representative. This representative shall then so inform the Board immediately. The Board will provide legal counsel to advise the teacher of his 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. (See Association Exhibit 11b entitled Article XIV, Section B, Legal Counsel.)

The Association seeks to retain this language in the 1970-71 agreement (see Association Exhibit 11a entitled Article XIV, Protection of Teachers, Section B--Legal Counsel).

The Board's proposal is to add the following language to the existing provision:

"but the Board will not provide an attorney for the teacher to seek legal redress in court action."

The Fact Finder is not aware of any instance in the District whereby a teacher wanted the Board to provide an attorney in order that the teacher could seek legal redress in a court action. No mention of such a situation was cited in the hearing.

As the Fact Finder understands the issue, the Board is not changing the intent of the language of this provision; it seeks to clarify the language to prevent any misunderstanding. The Board, it would seem to the Fact Finder, does not want to be a party or supply an attorney for the teacher in order that the teacher can sue a student who assaulted him or her. If the teacher wants to sue such a student, he has that choice or option, but the School Board should not be required to pay the attorney's costs of the teacher in such a suit. Accordingly, the Fact Finder recommends that Section B in the agreement read:

Any case of assault upon a teacher or substitute teacher, while acting within the scope of their authority, shall be promptly reported to the Board or its

designated representative. This representative shall then so inform the Board immediately. The Board will provide legal counsel to advise the teacher of his 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, but the Board will not provide an attorney for the teacher to seek legal redress in court action. (The new language recommended is underlined.)

Protection of Teachers--Legal Protection

Since 1966 there has been an identical provision in the agreement which reads:

"If any teacher or substitute teacher, while acting within the jurisdiction of his assignment by the Board, is complained against or sued by reason of disciplinary action by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense." (See Association Exhibit 12b entitled Section C, Legal Protection.)

The Education Association is seeking to retain this identical language in the agreements. The Board is seeking to change the language from "The Board will (my italics) provide legal counsel, etc., to "The Board may (my italics) provide legal counsel and render all necessary assistance to the teacher in his defense."

The Fact Finder recommends that the Board "may provide legal counsel and render all necessary assistance to the teacher in his defense." He makes this recommendation because the language and intent of the provision sought by the Education Association assumes that the teacher is always right in the disciplinary action meted out. (my italics) This is not always the case. Teachers are human; they sometimes err and they sometimes do overreact to situations. There may be instances in which the students provoke the teacher to take a certain course of disciplinary action. The intent of the Education Association's proposal is that it matters little if the teacher is wrong or acted unwisely in the disciplinary action he has taken; the Board must always defend the teacher. The Fact Finder cannot justify this rationale. Charges have been made that schools are too authoritarian and that teachers do take advantage of students.

The Fact Finder's recommendation puts the teacher on guard. The teacher must consider carefully his disciplinary actions against students. This recommendation is designed to make the teacher more responsible for his actions, and this should have a salutary effect on the classroom environment.

Protection of Teachers--Reimbursement for Personal Loss

There has been a provision covering reimbursement for personal loss in the agreement since 1966. In each subsequent contract, the language has been identical as follows:

"The Board will reimburse teachers and substitute teachers for any loss, damage or destruction of clothing or personal property of the teacher, or substitute teacher, while in the line of duty in the school or on the school premises. *If a teacher is injured while in the line of duty, expenses incurred for medical, surgical, and hospital care, in excess of those covered by hospitalization insurance provided by the Board, will be the responsibility of the Board." (See Association Exhibit 13b entitled Section E--Reimbursement for Personal Loss.)

The Association seeks to retain the same language as stated above. (See Association Exhibit 13a entitled Protection of Teachers--Section E--Reimbursement for Personal Loss.)

The Board's proposal contains two important changes in language. It wants to place a maximum payment of \$25 per incident. Secondly, this payment will be paid "if the teacher was not at fault."

The Board's proposal is:

"The Board will reimburse teachers and substitute teachers for any loss, damage, or destruction of clothing with a maximum payment of \$25.00 per incident or personal property of the teacher, or substitute teacher, while acting within the scope of their authority or on the school premises if the teacher was not at fault. (my italics) If a teacher is injured while within the scope of their authority, expenses incurred for medical, surgical, and hospital care, in excess of those covered by hospitalization insurance provided by the Board, will be the responsibility of the Board."

It is the Fact Finder's understanding that there is an arbitration case based on this provision. The facts underlying the grievance are not known to the Fact Finder.

In the hearing, mention was made of tires being slashed, deck tapes being stolen, and ~~magazines~~ ^{magazines} being lost. The Fact Finder is hard pressed to see how these incidents

should be reimbursed by the School Board. The parking lot is for the convenience of the teachers. The School Board is not responsible for cars parked on the lot. If articles are stolen from the cars of the teachers they should seek remedy elsewhere. Perhaps it would do well for the School Board to send a letter to each staff member calling attention that the Board is not responsible for articles stolen from cars parked in the lot or for damages which the cars might suffer while on the lot. In almost every public parking lot which the Fact Finder has used, there is a reminder that the management is not responsible for articles taken from cars. Moreover, he seriously doubts if the tires of his car were slashed while parked on a public parking lot whether the parking lot would pay for the damages.

Stealing is also hard to control even if there were police officers or security guards in the building. The public school has students, visitors, parents and many other persons in the building. Stealing is an offense punishable by the State. The School Board can provide a reasonably safe place for the teacher to put his personal belongings; but, if they are stolen, the teacher must look elsewhere for relief. The Board can report the incident to the police for investigation and, hopefully, recovery. The School Board cannot be held liable for stealing.

The Fact Finder cannot accept the maximum payment of \$25 per incident as proposed by the Board. Obviously, the Board is trying to limit its liability; this is understandable. It is important to note that the Board has not proposed changing that part of the provision dealing with the payment of medical, surgical, and hospital care expenses.

The Fact Finder recommends that the Board reimburse teachers or substitute teachers only if the teachers or substitute teachers were not at fault for the damage or destruction of his clothing or personal property, while in the line of duty in the school or on school premises. The amount of reimbursement shall taken into account the original cost of the item, the age of the item, and normal usage.

If a teacher is injured while in the line of duty, expenses incurred for medical, surgical, and hospital care, in excess of those covered by hospitalization insurance provided by the Board, will be the responsibility of the Board.

Furthermore, the Fact Finder recommends that the Board send a letter to each member of the bargaining unit stating that it will not be responsible for any personal items stolen from the teacher. Moreover, he recommends that the Board notify the members of the bargaining unit that it will not be responsible for damages to the cars of the teachers while parked in the lot, the one exception being if vehicles owned by the School Board inflict the damages to the teachers' cars.

Continuity of Operations

The 1969-70 agreement--Article XIX, Continuity of Operations, Section B, p. 34, reads:

"Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain as nearly as possible those teachers with permanent teaching certificates, tenure, and having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher."

Article XIX, Section C, p. 35 of this agreement is also pertinent to this unresolved issue and reads:

"In the event this district shall be combined with one or more districts, the Board will use its best effort to assure the continued recognition of the Association and the continued employment of its members in such consolidated district."

The Education Association has proposed the following new Section B of Article XIX, Continuity of Operations:

- A. This agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.

- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district. Further, the tenure status attained by an individual in the Westwood School District shall be maintained by the individual in such consolidated district.
- C. No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- D. No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel during the school year 1971-72.
- E. No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said discharge or lay-off at least sixty (60) days prior to the last teaching day of the previous school year. No teacher shall be discharged or laid-off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- F. In the event that a substantial decrease in revenues occur later than sixty days prior to the last teaching day of the current school year, the parties agree, as an alternative to reduction in personnel, that the school year shall be condensed in proportion to the resources available. The parties further agree that in the event the school year is condensed, all salaries within the school district, including those set forth as Schedule A of the Salary Schedule, shall be paid.
- G. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers with the longest period of service in the school district who possess a permanent or provisional teaching certificate. It is understood by both parties that the teacher who was the last to be employed by the school district will be the first to be laid-off, and that no teacher with less service in the district shall be retained while another teacher with greater seniority is being released; provided that if a teacher with greater seniority requests in writing that he be included in the lay-off, said teacher will be granted his request. It is also understood that two (2) administrators will be discharged for each teacher who is released according to the terms of this article.
 - 1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations.
 - 2. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.
 - 3. In the event of lay-off, the Board shall be obligated to provide all fringe benefits established in the 1971-72 contract to the laid-off teacher and further, the Board shall provide a minimum of 13 weeks of salary pro-rated on the teacher salary schedule for the 1971-72 school year for the laid-off teacher. (See Association Exhibit 14a and 14b entitled Article XIX, Section B--Reduction of Staff.)

The Board's proposal on Article XIX, Section B, is:

Should the Board decide to reduce the number of teachers through lay-off of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions(s), the Board shall determine the order of the lay-off provided, however, such action shall not be contrary to the priorities established under the Tenure Act. The Board shall endeavor to give _____ days notice of lay-off to the Association and the individuals involved, and in any event, _____ days notice shall be given in all cases.

It is further agreed that any lay-off pursuant to this Article shall automatically terminate the individual employment contract of all non-tenure teachers and shall suspend for the duration of the lay-off, the Board's obligation to pay salary or fringe benefits under any tenure teachers' individual employment contract or under this collective bargaining agreement.

The Board shall have no obligation to rehire any non-tenure teacher laid off pursuant to this Section.

Tenure teachers shall be recalled as determined by the Board.

The Board shall give written notice of recall from lay-off by sending a registered or certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board records shall be conclusive when used in connection with lay-offs, recall or other notice to the teacher. If a teacher fails to report to work within five (5) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board. (See Association Exhibit 14c, entitled Article XIX, Continuity of Operations, Section B, Reduction of Staff.)

In the 1969-70 contract Article XIX, Section C, deals with merging or combining of school districts. In paragraphs A and B of its new proposal, the Education Association wants certain changes should the School District be merged or combined. The issue of merger or consolidation of school districts is beyond the scope of the Fact Finder. These are legal matters and there is adequate language in the School Code (1955) to deal with mergers and consolidation.

The major issue in the reduction of staff, should this be necessary, is how should this be accomplished. The Education Association wants to use seniority as the basis for staff reduction with those with shortest years of service being the first to go. The Board wants to determine the order of lay-off provided that such actions shall not be contrary to the priorities established under the Tenure Act.

~~The~~ Fact Finder cannot accept either the position of the Education Association or the Board. It seems to him that since the teachers claim to be a professional group, there should be a professionally oriented approach to staff reduction rather than to rely exclusively on seniority. Conversely, the Board's position is too arbitrary; it seeks the right to determine unilaterally the order of staff reduction.

The Fact Finder recommends that a new system be developed for use when it is necessary to reduce staff. The new system embraces the following considerations:

- Begin here*
1. If a teacher has reached the age of early retirement, she or he should be encouraged to retire;
 2. A point system will be developed to include the following factors:

a. Length of Service

- | | |
|------------------------|-----------|
| 1. 0 years - 2 years | 1 point |
| 2. 3 years - 5 years | 2 points |
| 3. 6 years - 9 years | 4 points |
| 4. 10 years - 14 years | 7 points |
| 5. over 15 years | 10 points |

b. Efforts at Self-Improvement

- | | |
|--|-----------|
| 1. 1-10 earned semester credits beyond B.A. | 1 point |
| 2. 11-15 earned semester credits beyond B.A. | 2 points |
| 3. 16-20 earned semester credits beyond B.A. | 3 points |
| 4. 21-30 earned semester credits beyond B.A. | 4 points |
| 5. M.A. | 5 points |
| 6. 0-10 semester credits beyond M.A. | 6 points |
| 7. 11-15 semester credits beyond M.A. | 7 points |
| 8. 16-20 semester credits beyond M.A. | 8 points |
| 9. 21-30 semester credits beyond M.A. | 10 points |

c. Subject Matter Specialties Qualified to Teach

- | | |
|----------------------------|----------|
| 1. One major | 3 points |
| 2. Two majors | 6 points |
| 3. One minor | 2 points |
| 4. One major and one minor | 5 points |

d. Evaluation of Teachers by Teachers:
(on a five-point scale to include the following criteria)

1. Subject matter competency
2. Ability to relate to the students
3. Ability to communicate subject matter

- e. Where appropriate (7-12 grades), Student Evaluations of Teachers (on a five-point scale to include the following criteria)

1. Subject matter competency
2. Ability to relate to the students
3. Ability to communicate subject matter
4. Teacher interest in students

- f. Board Evaluation of Teachers (on a five-point scale to include the following criteria)

1. Subject matter competency
2. Ability to relate to the students
3. Ability to communicate subject matter

- g. Retention of staff will be related to the point system. The teacher with the highest points will be retained.

- 3 ~~h.~~ Two lists of teachers, one for the elementary schools and one for the secondary schools, will be maintained and reductions in staff will be made for each group separately depending on number of students in the district according to their distribution among the grades.

- omit ~~i.~~ The parties may also want to include additional criteria for which points can be assigned, such as tenure and non-tenure.

- 4 ~~j.~~ Recall of teachers will also be based on the point system, with those teachers laid off with the highest number of points being called back first.

end The Fact Finder further recommends that there be a reasonable advance notice of layoffs in order to permit the affected teachers to find other employment.

The Education Association also wants the Board to provide all fringe benefits negotiated to the laid off teachers plus a minimum of 13 weeks of salary pro-rated on the teacher salary schedule. The Fact Finder understands the rationale for this proposal but cannot accept it. In essence, the teachers want some form of unemployment insurance. Public school teachers are not covered by the state unemployment insurance law. This suggests to the Fact Finder that the national and state teacher groups should direct their efforts to amend the state laws so that public school employees will be covered. In passing, it should be noted that Congress in the 1970 Amendments to the Unemployment Insurance Law expanded coverage to include faculties of institutions of higher education.

The Fact Finder further suggests that the state teacher groups, e.g., Michigan Education Association, develop some kind of system to handle both life and health insurance premiums for laid off teachers. These teachers need protection but the Fact Finder cannot recommend that the Board be assigned this liability. Remedy must be sought elsewhere.

Curriculum Council

The Education Association seeks to include a new provision in the agreement which calls for the establishment of a Curriculum Council. The proposal is presented below:

Proposed Curriculum Council

- A. A curriculum council is hereby established by the Board and the Association for the Westwood Community Schools to study, evaluate, and make recommendations to the Superintendent of Schools concerning curriculum study and revision. The purpose of the council shall be to promote continuity in the development and appraisal of the instructional program, kindergarten through twelfth grade.
- B. Curriculum Council shall consist of:
 1. A Senior High Council that shall be composed of:
 - a. The Eight Department Heads from the Senior High elected by the teachers from the individual department;
 - b. One Administrator from the high school;
 - c. One Association Representative;
 2. A Junior High Council that shall be composed of:
 - a. The Eight Department Heads from the Junior High elected by the teachers from the individual department;
 - b. One Administrator from the Junior High;
 - c. An Association Representative;
 3. An Elementary Council that shall be composed of:
 - a. One teacher in the lower and one teacher in the upper elementary from Daily, Thorne, and McNair. One teacher from Tomlinson and one teacher from Mokersky;

- b. One Administrator from the elementary;
- c. An Association Representative;

C. The Board shall recognize the establishment of Curriculum Councils at the Elementary, Junior High, and Senior High levels.

These councils:

Shall serve as channels of communication throughout the district to relate the needs and exchange the ideas of teachers relevant to curriculum.

Each council shall have a chairman and recorder.

Each council shall have the authority to form committees for special needs.

Recommendations made by these councils shall be forwarded directly to the Assistant Superintendent of Instruction who shall be an ex-officio member of each council.

Duties of the Curriculum Councils shall include, but not be limited to:

1. The screening of textbooks.
2. The need for and subject of in-service workshops.

Regularly scheduled meetings shall be held once a month. Each council shall determine its meeting day.

Proceedings of each meeting shall be recorded and sufficient copies made to be posted in teachers' lounges.

The decisions of each council shall be reached by a majority vote of the members.

Each council shall determine its procedures for efficient operation.

The decisions of each council shall be adopted by the Board.

The Board shall recognize the establishment of a curriculum steering committee to act as a means of communication between councils.

(taken from Association Exhibit 16a and 16b entitled Curriculum Council)

The Board presented no proposal. It stated that the Director of Curriculum did not want such a Council. In the hearing it was also stated that this proposal had not been discussed with the Director of Curriculum.

The proposal as presented by the Education Association appears to be cumbersome to the Fact Finder. It provides for the establishment of a curriculum steering committee "to act as a means of communication between Councils" (taken from Exhibit 16b),

yet, in Section A the purpose of the Council "shall be to promote continuity in the development and appraisal of the institutional program, kindergarten through twelfth grade." It is difficult for the Fact Finder to see how this objective will be achieved if each Council to be established under the proposal "does its own thing." The Steering Committee in the proposal has a limited role.

The Fact Finder recommends that the Superintendent, Director of Curriculum and the bargaining team develop a Curriculum Council along these lines:

1. The Director of Curriculum shall be the Chairman of the Council;
2. There shall be representatives of both teachers and administrators of the elementary, junior, and senior high levels;
3. The Council shall have the power to appoint subcommittees to study special areas and to make suggestions to the Council. The Council is the only body to make recommendations to the Board through the Superintendent;
4. There shall be no additional compensation for membership on the Council or Sub-Committee;
5. While the principle of majority vote is recognized, the Council should strive to reach decisions through consensus. A majority vote of one does not necessarily make for good educational policy;
6. Since teachers are also members of the Education Association, the Fact Finder does not see the need for an identifiable Association Representative as proposed by the Education Association. The President of the Association or his designated representative could be an ex-officio member of the Council because of its importance;
7. The Council should involve students in their discussions where possible.

It is not the intent of the Fact Finder to spell out in detail how this Curriculum Council will operate and the subject matter which it will consider. The parties are more familiar with the curriculum of the School District. His concern is that there be a Council with adequate representation of both teachers and administrators, that the Director of Curriculum be the Chairman, that decisions to the extent possible be based on consensus, and that the central focus be on developing an exciting, challenging educational program and not on vested interests.

Duration of Agreement

Since the 1970-71 school year has been completed, the Fact Finder recommends that the agreement run from September 1, 1970, to August 31, 1972. The recommendations previously made by the Fact Finder apply to the first year of the contract, September 1, 1970, to August 31, 1971.

In the second year of the contract, September 1, 1971 to August 31, 1972, the Fact Finder makes the following recommendations.

1. Eight percent salary increase based on his salary recommendation for 1970-71. This would give a salary range for the B.A. of \$8667-13,808 and a range for the M.A. of \$9591-16,004. Such an increase will cover not only the Consumer Price Index but will also provide a margin of improvement in real income of the teachers.
2. One half of 1 percent of the payroll for teachers (regular salaries only) for 1970-71 not to exceed \$12,500 will be allocated by the Board for additional fringe benefits in 1971-72. The Education Association will decide how to allocate this amount among the following possibilities.
 - a. Increase in life insurance
 - or
 - b. Michigan Variable Fee II
 - or
 - c. Long term disability insurance through private insurance carrier
 - or
 - d. Combinations of a, b, and c.
3. In addition to these two recommendations, there should be a new Appendix B-- Auxiliary Pay Stipends, Athletic Coaching Assignment, and a new Appendix C-- Auxiliary Pay Stipends, based on the two studies which will be undertaken.

Financial Situation of the District

The Fact Finder considered the financial condition of the School District in framing his recommendations. The ability to pay argument is but one factor to be considered. Equity is another.

The Fact Finder's recommendation on the 1970-71 salary schedule costs out to approximately \$2,328,759, which represents \$86,095 more than the costs of the Board's salary proposal for 1970-71, estimated at \$2,242,664. (See Table IV.) The recommended increase both in insurance coverage and earned semester credits beyond the B.A. and the M.A. represent small additional costs.

It is not clear to the Fact Finder how the Board arrived at the amount of money it claims to have available for raises. The Proposed Budget (Board Exhibit 3B and Association Exhibit S8) has \$2,228,414 budgeted for teacher salaries. This amount, as the Fact Finder understands, represents salaries based on the 1969-70 salary schedule. The difference between the budgeted cost of salaries for 1970-71 and the Board's salary proposal is \$14,250 (\$2,242,664 - \$2,228,414). The difference between the cost of the Fact Finder's recommendation and the budgeted cost of salaries is \$100,345 (\$2,328,759 - \$2,228,414). The Proposed Budget shows a figure of \$98,027 as being "estimated budget available to further reduce accumulated deficit." The Fact Finder received an exhibit from the School Board which showed that \$182,030 monies were available to finance salary increases (Modification by the Board of Association Exhibit S-12). Since this amount of money is available to finance salary increases, then the additional costs of the Fact Finder's salary recommendation over the already budgeted amount for salaries can be managed. (\$182,030 new monies available - \$100,345, the difference between Fact Finder's recommendation and the budgeted costs of salaries = \$81,685). According to the Fact Finder's calculation, after paying the cost of the Fact Finder's salary

Table 4: Cost of Fact Finder's 7% Increase in Salary Schedule

<u>B.A.</u>			
<u>Step</u>	<u>Amount</u>		
0	8025 x 31	+ 165 x 13	250,920
1	8356 x 5		41,780
2	8852 x 11	+ 2 x 199	97,770
3	9249 x 8	+ 1 x 297	74,289
4	9844 x 10	+ 4 x 253	99,452
5	10350 x 7	+ 2 x 253	72,956
6	10855 x 4	+ 1 x 286	43,706
7	11416 x 11		125,576
8	12094 x 9	+ 1 x 346	109,192
9	12786 x 38		<u>485,868</u>

B.A. Total: 1,401,509

<u>M.A.</u>			
0	8881 x 0		
1	9395 x 0		
2	10013 x 2	1 x 253	20,279
3	10519 x 2	+ 1 x 285	21,323
4	11080 x 4		44,320
5	11642 x 7	+ 2 x 281	82,056
6	12204 x 5		61,020
7	12821 x 3	+ 3 x 311	39,396
8	13440 x 5	+ 2 x 487	68,174
9	14414 x 6	+ 1 x 352	86,836
10	14819 x 34		<u>503,846</u>

M.A. Total: 927,250

Grand Total: 2,328,759

recommendation out of the \$182,030, the Board would have a balance of \$81,685 to finance the salary increases of the secretaries, custodians, and administrators.

It is not the intent of the Fact Finder to examine all items of the proposed budget to point out ways in which the Board could finance the Fact Finder's recommendations. It seems clear that funds are already available to finance his salary recommendation. However, the Fact Finder wishes to point out at least three items which will produce additional income which, if need be, could be used to underwrite the total costs of the Fact Finder's recommendations.

The Board, if it did not pay the salaries of the teachers during the 11-day strike, will have more funds which under normal circumstances would have been used for salaries. As noted previously, the estimated savings to the Board on these salaries during the strike would be \$46,200. ($150 \times 11 \times \28 (estimated daily rate))

Another possible adjustment in revenues is the estimate of the collection of delinquent taxes which is perhaps on the low side. Using a 94 percent collection rate for the first year, 3.3 percent additional for the second year, 1.6 percent additional in the fourth year, delinquent tax collection for 1970-71 would be approximately \$96,000 rather than the \$75,000 budgeted.

Another possible addition to revenues would be to reduce the 4 mill allocation for debt retirement to a 94 percent collection rate. The tax collection is based on a 94 percent rate. To be consistent, perhaps a 94 percent rate should be used for the 4 mill debt reduction. Applying such a collection rate would produce an additional revenue of \$18,756. This represents the difference between \$312,599 at 100 percent collection and \$293,843 at a 94 percent collection rate. These three items, savings in salaries during the strike of \$46,200, the \$21,000 additional delinquent taxes collected, and the \$18,756 reduction in debt retirement based on a 94 percent collection rate, total \$85,956. If the Fact Finder's

estimates are correct, this represents additional income for the School District to finance his recommendations.

Summary

There were many unresolved issues in this case. The Fact Finder examined each carefully. It is hoped that his recommendations will serve as the basis for settlement. The Fact Finder's impression is that relationships between the Westwood Education Association and the Westwood Community Board of Education are strained. New Board of Education members were recently elected. A new superintendent took office on July 1, 1971. These changes present new opportunities for the parties to build a constructive set of relationships built on mutual respect and good will. In the final analysis, in the view of the Fact Finder, it is the quality of good will between the Board and the Education Association and between the administrative staff and the teaching staff that creates the environment in which the education process takes place.

Daniel H. Kruger, Hearings Officer

July 8, 1971
East Lansing, Michigan