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8/21/98

# Agreement

between

# W-WEA/ACE

**Wayne-Westland  
Education Association/  
Adult & Community Education**

and the

**Board of Education**

**Wayne-Westland Community Schools**

**AUGUST 30, 1994 - AUGUST 21, 1998**

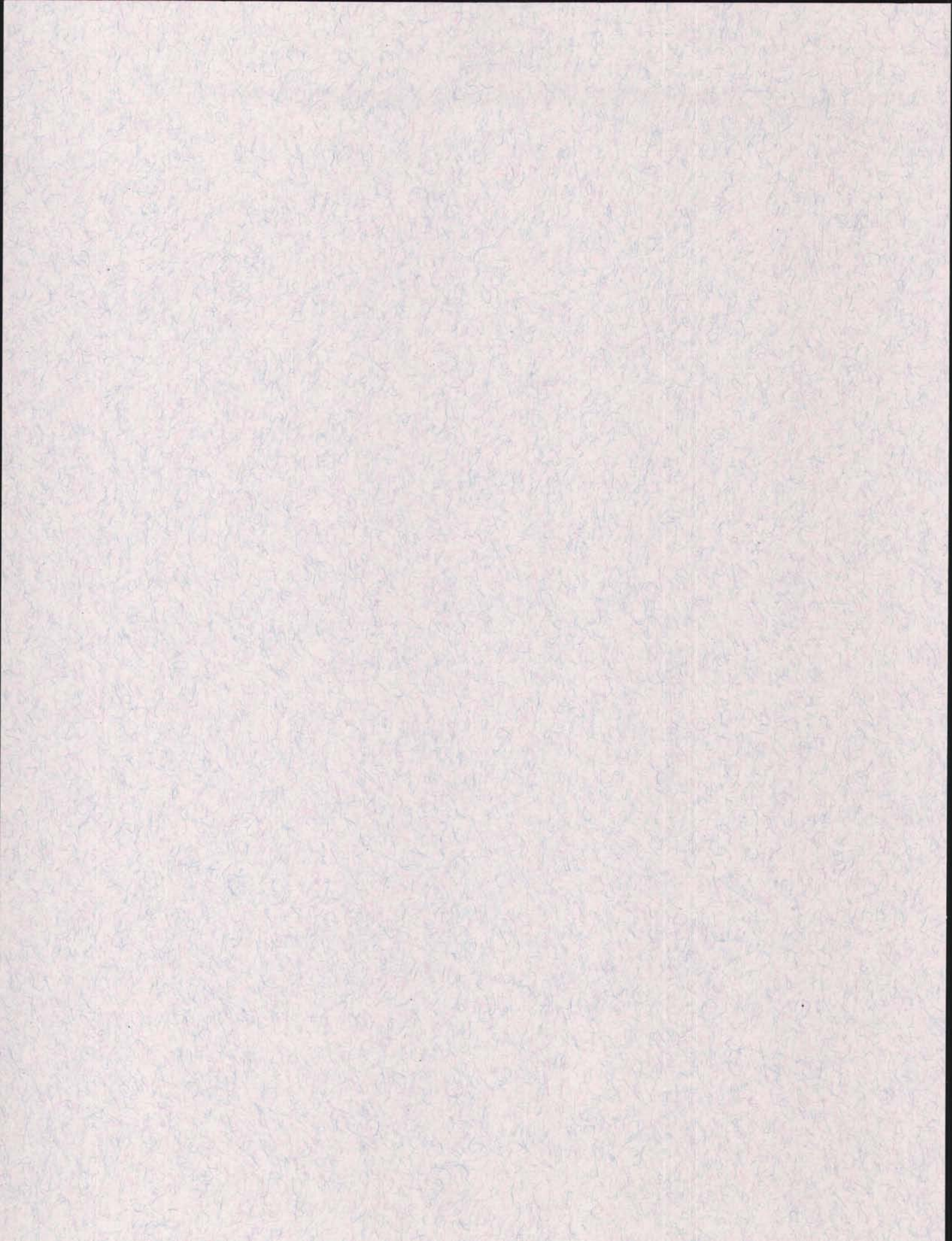
*Wayne-Westland Community Schools*



Wayne-Westland Community Schools, Westland, Michigan 48185

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION

Michigan State University



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## **ARTICLE 1 Recognition**

### **1.1**

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, to represent and bargain for elementary teachers in the Summer School Academic Program; all certified probationary/tenure teachers, teachers with professional and occupational certificates, temporary vocational authorizations or full vocational authorizations, teachers with Child Development Associate credentials, and counselors in Adult and Community Education, Summer School Credit Programs, Summer Vocational Programs, Summer School Driver Education, and Preschool Programs.

### **1.2**

All certified and non-certified personnel employed on an hourly basis in the Leisure Time Program in Adult and Community Education shall be excluded from the bargaining unit.

### **1.3**

The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined. The Board agrees not to negotiate with any teacher organizations other than the Association for the duration of this Agreement.

### **1.4**

This Agreement shall constitute a binding obligation of both parties. For its duration, it may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in a written and signed amendment thereto.

### **1.5**

Substantial alterations in the working and employment conditions of any teacher in the bargaining unit will be negotiated with the Association prior to adoption or implementation by the Board.

### **1.6**

Any teacher in Adult and Community Education teaching 29 or more hours per week shall receive a regular teaching contract plus all rights and benefits in the Master Agreement.

## **ARTICLE 2 Association and Teacher Rights**

### **2.1**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that

it will neither directly nor indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights covered by Act 379 of the Public Acts of 1965, laws of the State of Michigan and the United States; nor discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reasons of his/her membership in the Association, participation in any activities of the Association, participation in collective professional negotiations, or the institution of any grievance, complaint or proceeding under this Agreement.

## 2.2

Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws or other applicable laws and regulations. The rights and responsibilities granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## 2.3

The Association and its affiliates shall have the right to use school building facilities and shall be subject to all provisions of the Board of Education policies regarding such use.

## 2.4

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All such representatives shall notify the building office of their immediate presence in the building.

## 2.5

Time on the agenda of regular staff meetings shall be granted to the Association, when requested.

## 2.6

No teacher shall be prevented from wearing or displaying insignia, pins or other identification of membership in the Association either on or off school premises. The Association agrees that the displaying of such identification will not deface the building.

## 2.7

The Association shall have the right to use the District mail system and bulletin boards provided that all such Association material is clearly identified and the Association accepts all responsibility for such material. The location of the Association bulletin boards shall be mutually agreed upon. Other communication systems may also be used by the Association upon mutual agreement by the parties. The Association office shall be a regular pick up delivery stop on the intra-district mail service, provided the W-WEA Office is located within the school district.

2.8

The Association may use school equipment including typewriters, ditto machines, and other duplication equipment normally available to teachers. The Association may also use calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. It is understood that such equipment shall not be removed from school property. The Association shall pay the current cost of all materials and supplies incident to such use. Use of equipment other than that listed herein shall be with Administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal.

2.9

The Board agrees to furnish within ten (10) working days, all available information requested by the Association concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Timelines may be extended by mutual agreement.

2.10

Within a reasonable time prior to Board consideration and adoption and/or general publication of major new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, the Board shall inform the Association in writing of such proposals and solicit the Association's opinion. Administration shall forward a copy of the Association's opinion to the Board prior to the meeting on the matter. When Board established committees, task forces, and other groups formed to study such major changes are to include teacher members, such teacher members will be appointed by the WWEA.

2.11

Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board. None of the aforementioned activities shall disrupt normal school operations.

2.12

Disciplinary interviews and reprimands will be considered privately. Meetings between a teacher and supervisor which are called for the purpose of disciplining and/or reprimanding the

teacher shall begin with an announcement from the supervisor clearly stating that the purpose of the meeting is for discipline and or reprimand. The supervisor shall also inform the teacher of his/her right to have an Association representative of his/her choice during any such meeting. When the affected teacher requests the presence of an Association representative the meeting/interview will not proceed until the representative is in attendance. At no time will this cause the meeting to be delayed more than 48 hours.

2.13

No teacher shall be disciplined or discharged by the Board without just cause.

2.14

Teachers against whom charges or allegations have been made which could lead to suspension, reprimand, and/or dismissal shall be provided copies of all allegations and charges at the time of a disciplinary meeting.

2.15

No disciplinary action shall result from a meeting characterized by the Board as non-disciplinary in nature.

2.16

Each teacher shall have the right to review the content of his/her personnel file. S/he shall have the right to have Association representation in such review. All such reviews shall be made in the presence of the Assistant Superintendent of Employee Services or his/her designated representative. Confidential credentials and other letters of reference sought at the time of employment are specifically exempt from such review.

The WWEA and the Board will follow all procedures as outlined in the Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978 MCLA 423.501 - 423.512. A teacher's personnel file may not contain a reprimand in excess of three years provided no additional reprimand occurs during the said three year period.

2.17

The Board shall provide the Association, in a timely fashion, the names and addresses of all new teachers. When a new teacher orientation occurs the Association shall have sufficient time on the agenda for presentation of items of mutual interest to new personnel and the Association.

2.18

Special conferences for important matters will be arranged between the Association president and the Board or their designated representatives upon request of either party.



Grievance hearings and bargaining sessions are not to be considered special conferences.

**ARTICLE 3**  
**The School District's Rights**

3.1

The Board retains the sole right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any reasonable rules, policies, and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District as long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in the Agreement, but only subject to the provisions of the grievance procedure.

**ARTICLE 4**  
**Membership, Fees and Payroll Deductions**

4.1

Any teacher who is a member, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues in the United Profession (W-WEA, MEA and NEA). Such written authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct such dues in equal biweekly installments from the regular salary of each teacher.

4.2

**Agency Shop - Mandatory Deductions**

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties join the Association, or pay a Service Fee to the Union, equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision

shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

#### 4.3

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent service fee, the Board agrees promptly to remit to the Association said fees accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the United Profession, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this article and not otherwise available to the Board.

#### 4.4

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, United Fund, summer reserve, approved insurance options, or any other plans or programs jointly approved by the Association and the Board.

#### 4.5

As a condition of the effectiveness of this article, the Association agrees: to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs, that may arise out of or by reason of action taken by the Board for the purpose of complying with Sections 4.1, 4.2, and 4.3 of this Article.

#### 4.6

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections 4.1, 4.2, 4.3, and 4.4 of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs of damages which may be assessed against the Board as the result of said suit or action, subject however to the following conditions:

1. The damages have not resulted from the negligence of the Board or its agents.
2. The Association has the right to choose the legal counsel to defend any suit or action. It is further understood by the parties that the Board's attorney will be notified of any legal action and at the Board's request may assist the W-WEA attorneys.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

**ARTICLE 5**  
**Teaching Hours and Class Loads**

5.1

Class sizes shall be in accordance with the Master Agreement for the normal K-12 program. Driver Education class size will be limited to three (3) students per car and 36 students per classroom.

5.2

Career/Technical, School Based, and Extension teachers shall receive paid preparation time based on the number of hours they are normally scheduled to teach:

1 - 17 Hours	1 Hour of preparation per week
18 - 24 Hours	2 Hours of preparation per week
25 - 28 Hours	3 Hours of preparation per week

The affected teacher and/or his/her administrator shall jointly schedule preparation time. Such time must be in blocks of no less than thirty (30) minutes before and/or after the teacher's scheduled class time.

5.3

Preschool teachers shall receive paid preparation time of 1/2 hour per session, per day.

5.4

Required meetings shall not exceed one per month and shall not exceed one hour in length. These meetings may be used for staff meetings, department meetings, team meetings, inservices, etc.

Teachers who perform any work outside of their regular assignments not specifically covered by this Agreement will be compensated at their hourly rates for each hour worked. Segments of less than an hour shall be prorated.

5.5

Teachers will be required to report for duty ten (10) minutes before the start of class(es) and stay five (5) minutes after the end of class(es). However, extension teachers will only be required to report for duty five (5) minutes before the start of class(es).

5.6

Planning time, sick leave time, and insurance benefits do not apply to teachers employed in driver education and summer school.

## ARTICLE 6 Teaching Conditions

### 6.1

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education. Under normal circumstances, the Board will insure that the use of District facilities will be scheduled during the normal school day in a manner that give priority to K-12 instructional programs. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that both the competency and energy of the teacher are primarily utilized to this end.

### 6.2

The Board agrees to keep the schools reasonably and properly equipped with instructional materials and shall have such materials available at the opening of the school year except when unexpected conditions prevent compliance with this provision. Instructional materials used in the district shall reflect the multi-ethnic nature of our society and shall evidence sensitivity to prejudice, to stereotypes, to sexism, and to materials offensive to ethnic groups. Media centers shall be charged with the responsibility of seeking and maintaining material of this nature. Teachers shall participate in the selection of supplies, resource and instructional materials and tests.

### 6.3

While it is agreed that planning is an integral part of effective teaching, lesson plans shall not be routinely submitted for the perusal and attendant approval to any supervisor. Plans shall be available to the supervisor for planning and consultation upon request as well as in cases of teacher absences.

### 6.4

Security of school money shall be considered the Board's responsibility, and no teacher shall be required to keep any school funds in his/her desk, on his/her person, or in his/her possession.

### 6.5

All teachers require time, space and facilities to prepare materials and plan work. The Board shall provide in every school a teachers work area containing adequate equipment and facilities to aid in planning and preparation, including typewriter and duplicating machine. The work area shall be in addition to and separate from the faculty lounge facilities provided in each building. Telephone facilities shall be made available for reasonable use. Employees shall reimburse the Board for all personal toll calls. Employees shall report all toll calls on a

form which will be provided by the Board. The principal is responsible for filing reports and including remittance for toll payments for non-school calls with the Business Office.

6.6

Properly maintained parking facilities shall be made available for school personnel during the school hours. School buildings will be cleaned on a scheduled basis and the responsibilities for said cleaning rests with the administration. The cleaning schedule of respective buildings will be posted in an appropriate location.

6.7

The Board shall provide:

- a. A separate desk and file cabinet for each teacher.
- b. Closet space for each teacher to store his/her coat, overshoes, and personal articles.
- c. Adequate storage in each classroom for instructional materials.
- d. Teacher edition copies, if available, exclusively for each teacher's use, of all texts used in the courses s/he is to teach.
- e. A dictionary in each classroom.
- f. A sufficient supply of paper, dittos, pencils, chalk, and other classroom materials for the conduct of instruction.
- g. Updated reference materials.
- h. A protective outer garment (smock or shop coat) for teachers of special education, home economics, industrial arts, science, and art as a protection against excessive damage resulting from machinery, tools, materials used in their work or activities related to their work, if requested by the teacher.

6.8

All past practices regarding teaching hours shall remain in effect. The ratio of students to counselor will continue as in the past.

6.9

All substitute teachers employed by the Board shall meet the requirements of the Michigan Certification Code.

When a substitute is needed in Adult and Community Education, preference will be given to those teachers already working within the absent teacher's particular program (Extension, School Based, Preschool, Summer School, Driver Education, Career Education), whose hours do not conflict. Each semester or at the beginning of the summer school and driver education program, as the case may be, the Administration shall prepare a list of those teachers who wish to substitute in their program and shall call upon them for substituting first. The offer of substitute work shall be done on an equitable basis.

Teachers shall provide, except in cases of emergency, at least two (2) hours prior notification to the appropriate Adult and Community Education office when they are unable to report to work.

#### 6.10

Teachers shall not be required to perform tasks which endanger their health, safety or well being. The district will be in compliance with local, county, state, and federal statutes and codes.

Within one hour of a loss of electrical power, while students are in attendance, the administration will inform the staff of a plan of action. If necessary, school shall also be cancelled in buildings without heat or water.

In other instances, the Board shall determine when conditions warrant the closing of schools.

All teachers are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, teachers will, when the condition of the building dictates, be reassigned to other buildings for the duration of the emergency.

Teachers will not be required to search for explosives.

Teachers will not be required to substitute when their school is closed down due to an emergency.

### **ARTICLE 7**

#### **Professional Qualifications and Assignments**

#### 7.1

Teachers hired on a probationary or tenure basis shall either possess or be qualified for a minimum of a State Provisional Certificate and also meet other requirements of the laws of the State of Michigan. The Board will hire certified teachers with a

minimum of a bachelor's degree and possessing a provisional, permanent or continuing certificate. The Board, however, may hire teachers for the Head Start and SPARKEY preschool programs with Child Development Associate (CDA) credentials. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this prime responsibility and the manner in which it may be fulfilled. The Association shall be notified of any such action.

The Board agrees that teachers employed by the Board, who hold annual authorizations, shall, as a condition of employment make every attempt to obtain permanent status through recognized work and/or study programs as per MCL 380.1233 and/or MCL 380.1233 (b).

#### 7.2

Adult and Community Education teachers will work within the scope of their state certifications, endorsements, and/or annual authorizations.

If no certificated applicants are available after two postings, a substitute may be placed into the position for the remainder of the school year.

#### 7.3

Except under extreme circumstances, the Board shall notify Adult and Community Education personnel of their teaching assignment(s) within a reasonable amount of time prior to the commencement of the class(es).

#### 7.4

Summer Driver Education job assignments will be announced at least ten (10) days prior to the end of the regular school year.

### **ARTICLE 8 Vacancies, Promotions, and Transfers**

#### 8.1

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion shall be posted on a designated bulletin board in each building along with a copy of such posting to the W-WEA. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the Employee Services Office. Positions in the bargaining unit will be filled

on the basis of experience, competency, qualifications of the applicant and length of service in the district. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference. One W-WEA Building Representative in each building will receive a copy of each posting.

#### 8.2

Involuntary transfers may be effected only for reasonable and just cause. Ten (10) days prior to the effectuation of said involuntary transfer the Superintendent shall inform the affected teacher and the Association of the reasons for the transfer, except if the transfer results in the recall of a laid off teacher.

#### 8.3

The Board recognizes the aspirations of Wayne-Westland Adult and Community Education teachers to procure contracted positions. To this end, it will provide Wayne-Westland Adult and Community Education teachers access to positions for which they are certified in the following manner:

1. Wayne-Westland Adult and Community Education teachers shall be encouraged to apply for posted contracted positions.
2. Wayne-Westland Adult and Community Education teachers shall be given a credential review, an interview and equal consideration for posted positions. The Board, however, may hire a non-bargaining unit applicants for the assignment.
3. The granting of a contracted position to a Wayne-Westland Adult and Community Education teacher shall not supersede a contracted bargaining unit member's rights under Articles 8, 30, and 31.
4. The filling of a contracted position under this subsection shall be considered an internal transfer for purposes of this Agreement and shall not be in violation of Public Act 72 of 1986.

#### 8.4

Teachers accepting a posted position will sign a letter of acceptance.



**ARTICLE 9**  
**Placement/Assignment/Layoff and Recall**

9.1

It is the Board's intent to create the largest teaching blocks possible, based upon the classes and programs being offered. The following procedures will be used in placing Adult and Community Education teachers into their assignments.

- a. Insofar as possible, School Based, Extension, and Career/Technical classes in each subject matter area will be combined into blocks of 20-25 hours per week.

Evening programs may continue to block classes on Monday/Wednesday and Tuesday/Thursday.

The blocking of sections shall recognize subject area, certification, time, and location. The remaining class hours will remain as singletons.

- b. Insofar as possible Preschool teaching hours shall be:

Head Start	26 Hours per week
Kids Plus	20 Hours per week
SPARKEY	20 Hours per week

Preschool programs desiring a change from this format must request a Contract Deviation.

9.2

The District will place teachers into Preschool, School Based, Career/Technical, and Extension program positions for the 1996-97 school year by using the second semester Adult and Community Education seniority list and by establishing a bidding session no later than the second week in June.

At the bidding session, teachers shall select posted Adult and Community Education positions determined in Article 9.1 above, in descending order of seniority. A teacher may choose any schedule when her/his name is reached on the seniority list, provided s/he is certified for the assignment.

Effective May 1, 1997, for the 1997-98 school year and thereafter, the District shall replace the June bidding session with a placement process. Beginning with the first name on the seniority list, each teacher will be assigned in accordance with the following priority:

- 1) Career/Technical Center Placement
  - a) Current shift(s); if not available, then,

- b) Another assignment in Career Tech with equal hours; if not available, then,
  - c) Current assignment with reduced hours; if not available, then,
  - d) Another assignment in Career Tech with reduced hours; if not available, then,
  - e) Placement into another assignment in Adult and Community Education for which certified; if not available, then,
  - f) If no vacancy remains for which the teacher is certified, s/he will be laid off.
- 2) Adult and Community Education School Based and Adult and Community Education Adult Extension.
- a) Current schedule; if not available, then,
  - b) Another assignment in the Adult and Community Education School Based Program or Adult and Community Education Adult Extension with equal hours; if not available, then,
  - c) Another assignment in the Program with reduced hours in the current subject area; if not available, then,
  - d) Another assignment in the Program with reduced hours in another subject area; if not available, then,
  - e) Placement into an assignment in another Adult and Community Education program for which certified; if not available, then,
  - f) If no vacancy remains for which the teacher is certified, s/he will be laid off.
- 3) Preschool: Head Start, Kids Plus, SPARKEY
- a) Current assignment; if not available, then,
  - b) Another assignment in Preschool with equal hours; if not available, then,
  - c) Another assignment in Preschool with reduced hours, if not available, then,
  - d) Placement into another Adult and Community Education program for which certified; if not available, then,

- e) If no vacancy remains for which the teacher is certified, s/he will be laid off.

It is expressly understood that if a teacher's current assignment is not available, the District will attempt to assign that individual to as many hours that equate to his/her current hours as possible. Furthermore, if an assignment becomes available after the placement process which will allow a teacher to return to his/her current assignment, the District shall return him/her to that assignment. These minimal displacement rights, however, shall cease as of the fourth Friday of each semester.

### 9.3

After the initial selection of schedules has been made in 9.2 above, all openings, vacancies, or additional hours will be posted and filled under Article 8.1 and in accordance with the following process:

1. The District will post the blocked schedules unfilled during the June placement process. If there are no applicants for a re-posted blocked schedule, the blocked schedule(s), will be subdivided between/among applicants desiring a portion of the blocked schedule, according to their preference and seniority.
2. Subsequent openings as determined by the Board shall be posted and filled in accordance with Article 8.1.
3. The District shall offer the highest seniored applicant with the appropriate certification the sought after assignment/hours provided the teacher's overall schedule is not in excess of 28 teaching hours.
4. This process shall not prevent a teacher from adding posted hours not in conflict with his/her current schedule in order to increase his/her assignment up to 28 hours per week.

### 9.4

Any Adult and Community Education teacher who refuses a position when offered during the placement process will be considered terminated and removed from the Adult and Community Education seniority list, provided s/he does not successfully bid for an Adult and Community Education assignment prior to the start of the ensuing school year.

9.5

Should an Adult and Community Education teacher lose hours on or prior to the Fourth Friday of a program, or at the beginning of the second semester and no replacement hours equivalent to the hours lost exist in the area of the teacher's certification, the affected teacher shall be offered hours from the least senior teacher(s) in the person's certification.

The teacher losing hours, however, shall retain the right of refusal concerning these hours.

Should the affected teacher refuse the offered hours or should loss of hours occur after the Fourth Friday of a program or after the start of the second semester, the affected teacher will have the first preference to any subsequent vacancies during that school year in his/her area of certification in order to make him/her whole.

9.6

Should no assignment be available to a teacher in his/her area of certification during the June, 1996, bidding session, or the placement process under Article 9.2, the teacher shall be considered laid off. While on layoff status, a teacher shall retain rights to any assignment, opening, or vacancy in his/her area(s) of certification prior to any posting(s).

**ARTICLE 10**  
**Illness/Disability, Jury Duty**

10.1

At the beginning of each semester, the District shall credit each teacher with sick leave equal to the weekly hourly total of his/her assignment. Sick leave credit may accumulate without limit.

The District shall charge a teacher sick leave based on the number of hours s/he was scheduled to work on the day(s) of absence.

10.2

Sick leave may be used for:

- a. Bona fide incapacity to report for and discharge duties, including disabilities relating to pregnancy.
- b. Death in the family (husband, wife, children, parents, grandchildren, close relative and close associates).
- c. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two days is subject to administrative review and determination.
- d. Emergency visits to doctor or clinic.

### 10.3

Any teacher who is absent because of an injury or disease payable under the Michigan Workers' Disability Compensation Act shall be treated in the following manner:

1. For the first 7 calendar days of such absence, the teacher shall be charged sick leave from his/her accumulated account or, if the teacher so requests, personal business leave. If the teacher has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the teacher's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for 90 calendar days. Said teacher shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the teacher's incapacitation continues to the 15th calendar day and/or beyond, the teacher so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the teacher's incapacitation continues beyond the 90 day period stated in Article 9.4 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.
5. For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount. It shall not include extra work/extra pay contract riders or any other extra pay assignments.
6. It is also understood that, after the 90 day period, the amount of sick leave or personal leave to be deducted from the teacher's account will be 1/2 of their scheduled work day.

### 10.4

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such duty of giving of testimony shall not be charged to the teacher's sick leave bank. Teachers

may be required to give documentation to their immediate supervisors of their requirements to perform such duties. A teacher subpoenaed because of personal litigation must use personal business days for such testimony.

10.5

A teacher absent from his/her duties as the result of an assault while employed in school activities, and the assault is related to performance of duties, shall not have the absence charged against his/her sick leave accumulation.

10.6

For any absence which exceeds three (3) consecutive work days under the sick leave provision, the teacher may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of an individual teacher, s/he may be required to provide the Employee Services Division with written verification for future absence(s).

No request for verification due to chronic absenteeism shall be made, however, unless a teacher has been given prior written notice of his/her situation regarding chronic absenteeism.

10.7

Teachers shall not be charged a sick or personal leave day when school has been cancelled because of inclement weather.

10.8

For purposes of determining a teacher's sick leave status, the Board, upon notice to the Association, may make a written request requiring him/her to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, it, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

**ARTICLE 11**  
**Personal Business**

11.1

At the beginning of each semester, the District shall credit each teacher with leave time for absences of a personal nature based on his/her weekly hourly assignment total multiplied by .30 rounded to the nearest one-half (1/2) hour.

The District will add a teacher's unused personal leave time at the end of semester 1 to his/her second semester personal leave credit. At the end of the teacher's assignment for that school year, however, unused personal leave time from the prior year shall be credited to the teacher's sick leave account.

When utilizing personal leave time, the teacher shall give prior notice, when possible.

Except in the case of extreme emergency, or circumstances beyond the teacher's control (excluding travel by commercial carrier), absences immediately before or after a holiday will not be a valid personal leave claim. The teacher, furthermore, may not use personal leave for the opening day of the firearm deer season.

11.2

During the course of a year, extenuating circumstances may require additional personal time. Additional time may be granted by the Board but only with prior approval. Such time will be charged to the teacher's personal sick bank.

**ARTICLE 12**  
**Unpaid Leave**

12.1

Military leave shall be granted to any teacher in conformity with state and federal statutes.

12.2

If Reserve or National Guard duty occurs during the school year, the teacher required to participate in a declared state of emergency shall be granted a temporary leave of absence. The employee will receive his/her regular salary minus that which s/he shall receive from the government service up to a period of eight(8) weeks. If an employee is required to serve the normal two weeks tour of duty and it falls within the regular school year, the employee will receive his/her regular salary minus that which s/he shall receive from the government for each school day spent in service.

### 12.3

#### Parental Leave

The Board of Education shall grant a leave of absence to a member of the bargaining unit upon a timely written request to the Employee Services Division prior to the date of the commencement of such leave. This leave will be granted in accordance with the following:

1. The leave of absence shall be for the remainder of the then current school year.
2. Parental leaves will be granted to an employee within one year of the time s/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family.
3. Parental leaves of absence may be extended up to one additional year, upon the request of the teacher. An extension request must be submitted in writing prior to April 1 and may not be for partial school years.
4. In cases of unusual circumstances and upon request of the affected teacher, the Board shall terminate the leave prior to its anticipated termination date. A teacher whose leave is so terminated shall be placed into the first available position for which s/he is eligible.

### 12.4

For purposes of determining involuntary leave, the Superintendent, with the approval of the Board and upon notice to the Association, may make a written request requiring a teacher to provide the results of a physical/mental examination from his/her doctor.

If the Board is not satisfied with this report, the Board, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination.

Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

### 12.5

#### General Purpose Leave

A general purpose leave will be granted for a period up to one year to Adult and Community Education teachers (excluding summer school and driver education). Such leave shall expire at the beginning of the next school year. A request for an extension may be granted for an additional school year. Teachers accepting



teaching positions outside of the district will not be granted a general purpose leave.

**ARTICLE 13**  
**Association Leave**

13.1

Association business bank usage shall apply to Adult and Community Education teachers in accordance with Article 13.1 of the K-12 Master Agreement.

**ARTICLE 14**  
**Teacher Evaluation**

14.1

The Administration shall be responsible for a program of evaluation for all Adult and Community Education teachers directed toward helping the teacher succeed in his/her respective assignment. Each probationary teacher will be evaluated at least once each year during his/her probationary period. Each tenured teacher will be formally evaluated once every three years of continuous employment.

14.2

The total evaluation process for any tenured teacher shall be completed during one half of a school year unless extenuating circumstances occur. The W-WEA and the Department of Employee Services will be notified of any such circumstances resulting in a delay or an extension of the evaluation process.

14.3

The evaluator will conduct a minimum of two formal classroom observations at least sixty (60) calendar days apart. Each evaluation will be a minimum of thirty minutes in duration.

14.4

A post-evaluation conference will be held between the administrator and the teacher within ten (10) school days subsequent to the final formal observation. Extenuating circumstances may necessitate an extension of this timeline.

At said conference, a discussion including but not limited to the following areas will take place between the evaluator and evaluatee: the areas observed, the conclusions of the evaluator, the reactions of the teacher, the plan of action for improvement (if applicable).

Within ten (10) school days subsequent to the final evaluation conference, a copy of the written evaluation will be given to the

teacher evaluated. Both parties agree that the signature of the evaluatee on said document is required only to signify that said person received and read the copy. Said signature does not mean that the evaluatee necessarily agrees with the content of the evaluation.

14.5

If there is any item marked "unsatisfactory" on the written evaluation, the administrator conducting the evaluation must write out specifically what the areas of concern are. Said delineation may be included in the space provided on the evaluation form under "comments" or may be appended to the evaluation form.

Within thirty (30) days subsequent to receipt of the written evaluation, the teacher being evaluated may request a re-evaluation of the items marked "unsatisfactory". Said request will be in writing with copies sent to the Association and the Department of Employee Services.

If the teacher chooses to seek a re-evaluation of the areas of concern (those areas marked "unsatisfactory"), s/he will receive specific suggestions in writing from the evaluator as to how the unsatisfactory areas may be improved.

Said re-evaluation shall only encompass the areas of concern marked "unsatisfactory" on the evaluation instrument.

The re-evaluation shall be completed within one calendar year of the original evaluation.

All of the procedures and assurances provided for in the original evaluation shall also be provided for in the re-evaluation.

The evaluatee may request through the Employee Services Department to have a second administrator from within the School District participate in the re-evaluation. The original evaluator may be present during said process and s/he may consult with the second party during the process.

If the area(s) deemed "unsatisfactory" has been improved to the satisfaction of the evaluator during the re-evaluation process, said area shall be reflected as "satisfactory" in the final written evaluation to be placed in the employee's personnel file.

If, after the re-evaluation the employee's performance is still deemed "unsatisfactory" in any or all areas of evaluation, it is incumbent upon the administrator to outline in writing, a specific procedure of professional development and growth whereby the areas of concern may be corrected by the evaluatee.

Teachers will receive advance notification of the day and time of a formal classroom observation.

The evaluatee has the right to request Association representation of his/her choice to be present at any conference during the evaluation process.

Involvement in extra curricular activities shall not be a factor in evaluation.

All procedures and instruments utilized in the evaluation process will be agreed upon by the Employee Services Department and the W-WEA.

#### 14.6

Nothing in this article shall prevent an administrator from making informal observations apart from any formal evaluations. It is understood that these observations are done openly and with the teacher's knowledge. Further, an administrator may discuss said observation with the affected teacher and upon the teacher's request, a written observation will be made available to the teacher.

#### 14.7

All observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

#### 14.8

In the event the teacher feels his/her evaluation was incomplete or unjust, s/he may put objections in writing and have them attached to the evaluation report to be placed into his/her personnel file. All evaluations shall be based upon valid criteria for evaluation of professional growth. The Board encourages the Association's recommendations in regard to implementation and evaluation of professional evaluation procedures.

#### 14.9

The District shall establish a Mentor Teacher Program in order to support the orderly passage of teachers through their probationary periods. The focus and thrust of the Program, therefore, shall be supportive and instructive, rather than evaluative.

No Mentor Teacher shall be allowed to testify in a proceeding regarding the quality of service provided by the probationary teacher.

#### 14.10

The Adult and Community Education Evaluation Instruments are as follows:

1. The Probationary and the Tenure Teacher Evaluation Instruments
2. Counselor Evaluation Instrument

**ARTICLE 15**  
**Health Examinations**

15.1

Each employee shall have a tuberculin test as governed by State Statute.

15.2

In the event State Law requires tuberculin tests, the board will provide a testing program free of charge. If the initial tuberculin test indicates the need for a follow-up x-ray, the Board will reimburse the teacher for the difference between the cost of the x-ray and that covered by his/her insurance carrier.

**ARTICLE 16**  
**Professional Behavior**

16.1

The Wayne-Westland Board of Education agrees to operate the District in compliance with all federal, state and local statutes, rules and regulations. In addition, teachers shall comply with above stated statutes, rules and regulations and all Board policies, rules and regulations which are not inconsistent with the provisions of this Agreement.

16.2

A teacher shall at all times be entitled to have present a representative of the Association of his/her choice when s/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. At no time will this cause the meeting to be delayed more than 48 hours.

16.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available in writing to the teacher and the

Association unless the teacher specifies in writing that the Association shall not be notified. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceeding against the offending teacher and so notify the superintendent.

16.4

Political activities of any teacher seeking or holding office or campaigning for a candidate shall be conducted outside the classroom and off school premises and outside working hours. School sponsored activities of a political nature must be approved by school officials. Teachers shall not use their students outside of class hours to enhance their political and private aspirations, unless approval has been obtained from the parents of these students and the principal has been notified before the occurrence.

**ARTICLE 17**  
**Continuity of Operations**

17.1

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. No teacher or the Association shall refuse to carry out normal work assignments during the period of this Agreement.

17.2

The Board and the W-WEA agree that it will not knowingly, during the period of this Agreement, directly or indirectly engage or assist in any unfair labor practices as defined by the Public Relations Act.

17.3

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather. When schools are closed because of severe inclement weather, teachers shall be excused from duty.

17.4

Should a teacher be unable to report to work due to inclement weather, the day of absence shall be charged to the teacher's sick leave or personal business day bank. The teacher shall decide from which bank the day will be charged.

**ARTICLE 18  
Calendar**

18.1

The calendars for each program in the Adult and Community Education Division will be published following the format used in Appendix A of the K-12 Master Agreement. These calendars are to be published, with copies to the W-WEA office, at least two (2) weeks prior to the commencement of the program. All holiday and recess periods in the K-12 Master Agreement will apply to Adult and Community Education programs.

18.2

Teachers in the School Based, Extension, and Career/Technical programs will receive paid preparation time prior to the start of each school year. Those teaching less than 18 hours will receive one hour; those teaching 18 or more hours will be paid for two hours.

In addition, teachers in these three programs will be paid in accordance with the following schedule for completing student records at the end of each semester they work.

1 - 17 Teaching Hours	= 1 Hour
18 - 24 Teaching Hours	= 2 Hours
25 - 28 Teaching Hours	= 3 Hours

All paid hours under this article require that the preparation time and recordkeeping time be completed on site.

**ARTICLE 19  
Compensation**

19.1

All teachers shall be compensated biweekly.

19.2

Adult and Community Education teachers holding a minimum of a bachelor's degree will be paid the following per hour.

<u>Step</u>	<u>1994-95</u>
1	\$21.82
2	22.58
3	23.34
4	24.10
5	24.86

<u>Step</u>	<u>1995-96</u>
1	\$21.82
2	22.58
3	23.34
4	24.10
5	24.86

<u>Step</u>	<u>1996-97</u>
1	\$22.26
2	23.03
3	23.81
4	24.58
5	25.36

This pay rate represents a two percent (2%) increase over the 1995-96 school year.

<u>Step</u>	<u>1997-98</u>
1	\$22.82
2	23.61
3	24.41
4	25.19
5	25.99

This pay rate represents a two and a half percent (2.5%) increase over the 1996-97 school year.

Head Start and SPARKEY teachers with Child Development Associate credentials shall be paid the following per hour:

<u>Step</u>	<u>1996-97</u>
1	\$12.24
2	12.67
3	13.10
4	13.52
5	13.95

<u>Step</u>	<u>1997-98</u>
1	\$12.56
2	12.99
3	13.43
4	13.85
5	14.29

19.3

Bargaining unit members doing substitute work in Adult and Community Education will be compensated at their hourly rates. K-12 contracted teachers not normally working in Adult and Community Education shall be compensated at the Step 1 hourly rate for substitute work.

19.4

The Board shall grant experience credit at the beginning of each school year based on prior work in Wayne-Westland Community Schools' Adult and Community Education program, including work in the Cherry Hill School District for Summer School and Driver Education.

19.5

For purposes of pay, a teacher rehired to an Adult and Community Education program shall retain all prior Adult and Community Education experience credit granted by the District.

19.6

Teachers required in the course of their work to drive personal automobiles from one building to another shall receive car allowance equal to the amount allowed by the IRS. The same allowance shall be given for use of personal cars for other approved business of the district. The teacher's request for reimbursement must be made according to Board policy and procedures published at least 30 days prior to implementation.

## **ARTICLE 20**

### **Insurance Protection**

20.1

The Board will provide, without cost to the teacher, term life insurance with A.D. & D. to the teacher's designated beneficiary in the amounts specified:

1. Teachers normally scheduled to teach a minimum of 18 hours per week - \$10,000
2. Teachers normally scheduled to teach less than 18 hours per week - \$5,000.

Life insurance coverage shall continue in force each semester as long as the teacher is employed in Adult and Community Education. If the teacher works both semesters, coverage will be in force for a 12 month period. No contracted W-WEA member working in Adult and Community Education will be provided additional coverage under this section.



20.2

Without cost to the teacher, the Board agrees to provide to teachers scheduled to teach at least eighteen (18) hours per week and not covered by any other employer paid group hospital-medical insurance, single subscriber hospital-medical insurance. The programs shall be MESSA Super Care 1, Care Choices (HMO), the Health Alliance Plan (HMO), or other HMO's which may be added to or replace those listed during the life of this contract.

Employees may purchase two person or full family coverage by paying the difference in premium.

Effective July 1, 1996, the District will no longer pay the \$50 deductible to those employees signed up for Super Care I coverage.

20.3

The Board may require each teacher to certify, in writing, that s/he is not covered by any other employer paid hospital-medical insurance. Any teacher who has signed up for and is covered by hospitalization-medical coverage in violation of this Article will re-pay to the employer, all monies which the employer has paid for such benefits.

20.4

The Board shall provide, without cost to each teacher teaching 18 or more hours per week, MESSA VSP-III.

20.5

When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

20.6

A teacher on parental leave, general purpose leave, extended health leave, approved non-pay status, or layoff may continue at his/her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the teacher's insurance coverage paid by the Board shall cease under Article 20.2 above and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

20.7

Hospital-medical and vision care coverage paid by the Board shall continue in force each semester as long as the teacher is employed in Adult and Community Education. If the teacher works

the second semester in Adult and Community Education coverage will continue for July and August.

20.8

Teachers who retire will have their health insurance coverage cancelled at the end of the month in which they retire. They will receive a check from the Board in the amount equal to the State Retirement System premiums for health insurance coverage for the months of July and August.

20.9

The Board shall provide all services necessary, including payroll deduction, to enable the teacher to participate in the following programs: a long term care and a legal insurance program mutually agreeable to both parties.

20.10

The parties agree to the following interpretation concerning dual insurance coverage:

- (1) The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member/s of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

- (2) The following coverages shall not be considered dual coverage for purposes of Article 20.3:
  - (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
  - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:

- (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
  - (b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
  - (5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
  - (6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
  - (7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
  - (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by MESSA Super Care I hospital-medical insurance, including deductible.

For purposes of implementing this subsection, the W-WEA shall appoint a representative to meet with a designee from Employee Services Department in order to review employee requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage

because of inferior coverage (number 8 above). If the representatives cannot agree to approve or deny a member's request for exemption under number 8 above, the W-WEA may submit the issue to final and binding arbitration under Step 4 of the Grievance Procedure.

- (9) An annual survey will be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents. This survey will be sent out along with the MESSA application in the fall of each year. The employee must complete and return the survey and the MESSA application within thirty (30) days of the material's being mailed. Failure to comply may result in loss of hospital-medical insurance benefits.

## **ARTICLE 21**

### **Special Assignments**

#### **21.1**

Non-bargaining unit members may be hired for Summer School or Driver Education assignments, provided W-WEA teachers in Adult and Community Education or in the regular K-12 program have refused or do not bid for these assignment. In such instances, non-bargaining unit personnel shall receive no seniority credit for the assignment, nor shall they retain seniority rights for future bidding.

#### **21.2**

Teachers will not be required to supervise all or any portion of the students of an absent teacher, in addition to his/her own responsibilities, with the exception of an emergency condition. In such a situation, the supervisor will assign teachers on a rotational basis.

For purposes of this subsection, an emergency shall be defined as an unforeseen circumstance or set of circumstances which call for immediate action.

#### **21.3**

Teachers assigned student or intern teachers shall be known as cooperating teachers. Such cooperating teachers shall be tenure teachers with at least three years teaching experience in their cooperating subject area. The acceptance of student/intern teachers shall be voluntary on the part of a cooperating teacher. There will be a limit of one student teacher to each cooperating teacher per academic year. The Board shall provide the Association with a list of all cooperating teachers within a reasonable time after the names of such teachers are known.

21.4

Prior to the beginning of the term, a mutually planned orientation workshop with the cooperating teacher and with the cooperative institution will be held to discuss the responsibilities to the college and to the student, and the Board shall require the preparing institution to provide conferences with the cooperating teachers at least once each six weeks of the term.

21.5

The W-WEA shall be involved in any future teacher training programs between any cooperative institution and WWCS which involve placing of student teachers or student interns. The final decision regarding teacher training programs lies with the Board of Education.

21.6

A substitute shall be provided for a counselor when it is known that s/he will be absent for five (5) consecutive days or longer. The temporary replacement or substitute must be certified in counseling.

## ARTICLE 22

### Student Discipline and Teacher Protection

22.1

The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

If it appears a pupil under a teacher's jurisdiction may require the attention of special counselors, social workers, law enforcement personnel, other professionally qualified persons, or whenever the presence of a particular student in the class will impede the education of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.

22.2

A teacher within the scope of his/her responsibilities may use such reasonable physical force as may be necessary to (a) protect himself/herself, the pupil, or others from immediate physical injury; (b) obtain possession of a weapon or other dangerous object upon or within the control of a pupil; (c) protect property from physical damage. School administrators and teachers will enforce the Student Code of Conduct.

22.3

School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and

his parents when warranted as described above. When, however, a teacher retains one or more pupils in his/her class who constitute serious behavioral problems, the Association and Board will review and determine a mutually agreeable disposition to the problem.

#### 22.4

A teacher may temporarily remove a pupil from a classroom, when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases the teacher shall send the pupil to the school principal and furnish him/her, as promptly as his/her teaching obligations will allow, full particulars in writing. The student shall not be returned to the classroom until the teacher and an administrator have reviewed and discussed the situation and course of action.

#### 22.5

Any case of assault or threatened assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Students threatening to assault or assaulting teachers shall be removed from class. The student shall not be returned to the affected teacher(s)' classroom(s) without a prior discussion between the affected teacher(s) and an administrator or his/her designee.

#### 22.6

If a complaint or suit filed against any teacher as a result of any action taken by the teacher while in reasonable pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

#### 22.7

In cases where a teacher is not found to be the responsible party by a court of competent jurisdiction, time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

#### 22.8

No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless the complaint is reported in writing to the teacher within a reasonable period of time of the complaint. In addition, the

building principal shall advise a teacher, with full particulars, of any chronic complaints lodged against him/her by a parent/s of his/her students.

A parent may observe a teacher's class(es) upon approval by the building administrator, with a 24 hour notification to the affected teacher. In such case, the teacher may request the presence of an administrator during the parent's observation.

22.9

The Board shall reimburse any teacher up to one hundred fifty dollars (\$150) during the course of one year for the damage or destruction of teacher property having a value of ten dollars (\$10) or more, provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher.

### **ARTICLE 23 Grievance Procedure**

23.1

A grievance is a complaint submitted in writing by a teacher or the Association, hereafter referred to as the Grievant, involving any alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.

23.2

The term "days" when used in this section shall mean school days, or weekdays during summer recess. Time limits may be extended only with the mutual consent of both parties. Any grievance filed by the Association or an individual must be initiated within sixty (60) days from the date of the incident which gave rise to the grievance.

23.3

All documents, communications and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants.

23.4

Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved by discussion and cooperation at their inception. When a cause of complaint occurs, the affected teacher shall request a meeting with his/her principal or immediate supervisor in an effort to resolve the complaint. The Association may be notified and present with the teacher at such meeting. The teacher may formalize his/her complaint by proceeding to level one.

### 23.5

Grievances shall be presented and adjusted in accordance with the following procedures:

#### Level one:

If a complaint is not resolved in a conference between the affected teacher and his/her principal or immediate supervisor, the complaint may be formalized into a grievance. It shall be submitted in writing within five days of the meeting with the principal and the teacher. A copy of the grievance shall be sent to the principal or immediate supervisor and to the Association. If a particular grievance arises in more than one school building, a copy shall also be sent to the superintendent. The principal or immediate supervisor shall within five days of the receipt of the grievance render a written decision. A copy of this decision shall go to the grievant, the Association and to the Superintendent.

#### Level two:

If the grievance is not resolved to the satisfaction of the Association or no decision is rendered, the Association shall submit the grievance to the Superintendent within five days of the decision or lack of decision. Within 7 days after submission of the grievance, the Superintendent or his/her designee will conduct a hearing. The Superintendent shall have five days after the conclusion of the hearing to render his/her written decision thereon.

#### Level three:

In the event the Association is not satisfied with the disposition of the grievance at Level II or has not elected the expedited grievance procedure as provided below, the grievance may be submitted to arbitration within 30 days after receipt of the written opinion. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

### 23.6

The Association, upon mutual agreement with the Board, may process a grievance via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the superintendent or his/her designee. Within five (5) days after submission, the superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.



2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the superintendent or his/her designee and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.
3. The arbitrator shall have no power to alter, add to or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

23.7

The expense of the arbitration shall be shared equally by the Board and the Association.

23.8

Any individual employee at any time may present grievances to his/her employer and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such an adjustment.

23.9

An individual may withdraw his/her grievance at any level without prejudice or record. However, if in the judgement of the Association or its representatives, the grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

23.10

If any teacher in the bargaining unit (including the probationary teachers) for whom a grievance is sustained shall be found to have been unjustly discharged, h/she shall be reinstated with full reimbursement of all professional compensation lost from the date of discharge.

23.11

All information necessary for the determination and processing of the grievance shall be made available to all parties concerned.

23.12

Grievances filed as Association grievances or grievances involving more than one building may, at the option of the Association, be initiated at level 11 of the grievance procedure.

23.13

The parties shall establish a mutually agreed to panel of five (5) arbitrators. An arbitrator shall be selected from this panel to hear and render a final and binding decision on Level 3

grievance submitted by the Association. The arbitrator in each instance shall be governed by the rules of the American Arbitration Association regarding the conduct of hearings.

In order to implement this subsection, the parties will each submit a list of eight (8) arbitrators acceptable to it as a member(s) of the arbitration panel. If the parties fail to attain a list of five (5) mutually acceptable arbitrators, they will submit to each other a second list of eight (8) which contains different names from the original list, in order to complete the panel of five. If, after the aforementioned process, the panel has less than five (5) members, the parties can agree to mutual consent to have a panel with less than five (5) members. If the parties cannot agree to less than five (5) members, the selected members of the panel will choose the arbitrator(s) necessary to fill out the panel to five.

Upon the establishment of the panel, an arbitrator will be selected for an arbitration in the following manner:

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representative will then call such arbitrator to establish an arbitration date. This date must be no more than 30 days, unless mutually agreed upon. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If a panelist is not available within the guidelines and timelines set forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.
3. The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case.
4. Following the confirmation of an arbitration date, the arbitrator will notify both parties in writing.
5. In the event an arbitrator is no longer available for the panel, the parties will utilize the aforementioned process to select a replacement.

If, in the implementation of the above process, a mutually agreed upon number of arbitrators for the panel cannot be obtained, this subsection shall become null and void and subsection 23.5, regarding the selection of arbitrators through the American Arbitration Association shall be activated.

23.14

The Association agrees to limit its representation of a discharged or demoted teacher to either (1) final and binding arbitration under Article 23.5 or Article 23.6 or (2) the avenues specified under Michigan General School Laws or other applicable laws and regulations, including the Teacher Tenure Act. The parties agree, furthermore, that this limitation, however, shall not be construed to deny or restrict the teacher from exercising his/her rights under the Teacher Tenure Act or other applicable statutes.

#### **ARTICLE 24**

##### **Additional Compensation for Extra Duty**

24.1

Qualified applicants from the bargaining unit will have an equal opportunity to apply for all district extra work/extra pay positions. If hired, Article 24 of the W-WEA K-12 Master Agreement will apply.

#### **ARTICLE 25**

##### **Curriculum Related Conditions**

25.1

###### **Academic Freedom**

Both the Board and the Union, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition and an appreciation of individual personality, are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for the teacher is granted.

The teacher, in exercising academic freedom, shall interpret and use the writings of others and educational research with intellectual honesty and be cognizant of the intellectual maturity of the students and sensitive to the attitudes and beliefs of the community in instructional presentations.

Teachers shall be expected to teach the Board adopted curriculum and use Board approved teaching materials. Teachers shall also be free to choose appropriate supplemental teaching materials, teaching approaches and practices to achieve the educational goals and objectives of the District.

25.2

Freedom of individual expression will be encouraged, and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

25.3

The instructional class period shall be free from unnecessary interruptions.

## ARTICLE 26 Seniority

26.1

Seniority will be defined as hours of classroom service within a particular program. Separate seniority lists will be constructed for teachers in School Based, Extension, Career Education, Secondary and Elementary Summer Schools, Summer Career Education, and Driver Education programs. Teachers will accrue and apply seniority only within the program in which they teach. Seniority credits are not transferable from one seniority list to another, nor shall it be applied to contracted positions in the regular K-12 program and vice-versa.

26.2

Each seniority list shall be constructed based on the following criteria:

1. Teachers working in Adult and Community Education (School Based, Adult Extension, Career/Technical Center, Pre-school), will earn hours of seniority credit for each semester taught based on their weekly teaching loads as of November 15 and March 15 respectively.
2. Seniority credit shall continue to accrue, provided the employer-employee relationship is not severed through resignation or termination from the Adult and Community Education program. Laid off Adult and Community Education teachers, however, shall retain previously earned seniority.
3. Teachers in the Secondary Summer School Program will earn 48 hours of seniority credit for teaching the full summer program. Teachers working less than the full summer program shall receive a proration of 48 hours of seniority in accordance with their work schedules compared to the full program.
4. Teachers in the Elementary Summer School Program will earn 18 hours of seniority credit for each class they teach up to a maximum of 36 hours of seniority credit per summer.
5. Teachers in the Driver Education Program will earn a year of seniority for having taught a minimum of one Driver Education session in the summer.

6. Summer Career Education Placement Counselors shall earn a year of seniority for each summer session worked.
7. Driver Education, Elementary and Secondary Summer School teachers may opt not to teach in the summer without loss of previously accumulated seniority, provided said teacher returns to the program the following summer. When a teacher opts not to teach a summer, s/he will provide a written notice to the Employee Services Office of her/his opting out prior to summer placement.
8. Seniority credit shall not be given for Adult and Community Education substitute work.

#### 26.3

The Adult and Community Education seniority list shall be updated and published once each semester and shall include the teachers' level(s) and area(s) of certification.

The Summer School and the Driver Education seniority lists shall be compiled and published no later than May 1 of each school year.

The W-WEA shall receive a copy of all Adult and Community Education seniority lists. In addition, each semester the Adult and Community Education programs shall provide the Union and the Employee Services office with a list of all teachers working in its program. The list shall include the number of hours each teacher teaches each week.

It is understood that for purposes of the June placement process, as well as for Drivers Education and for Summer School, the second semester seniority lists of the current school year shall be used.

#### 26.4

No teacher can transfer seniority from hourly paid positions to the K-12 Master Seniority List.

#### 26.5

Teachers with identical seniority hours will have their relative ranking determined by lottery. The Employee Services Office will notify the Association of the date, place and time of the drawing.

**ARTICLE 27**  
**Negotiation Procedures**

27.1

At least 150 calendar days prior to the expiration of this Agreement, the parties will likewise open negotiations for a new Agreement covering wages, hours, terms and conditions of employment of the bargaining unit.

27.2

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be cloaked with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall attach their signatures to the ratified Agreement within 24 hours of ratification.

27.3

There shall be three signed copies for purposes of record: One retained by the Board, one by the Association, and one by the Superintendent.

**ARTICLE 28**  
**Miscellaneous Provisions**

28.1

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent term contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established Board policies.

28.2

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

28.3

The parties agree that they shall in no way discriminate against employees because of their race, color, religious creed, sex, marital status, national origin or ancestry.

The Board is and will continue to be non-discriminatory in its treatment of all persons in its employment.

28.4

Teachers in the Driver Education program whose schedules are altered because of unforeseen circumstances shall be allowed to make up lost time. If, however, students drop from the program, make up will not be granted. Whenever possible, teachers shall be notified in advance when a student is going to be absent from a session or when vehicles will not be available.

28.5

Summer School teachers shall not be eligible for a contract.

**ARTICLE 29**  
**Duration of Agreement**

This Agreement shall be effective August 30, 1994, and shall continue until August 21, 1998.


WAYNE-WESTLAND EDUCATION  
ASSOCIATION

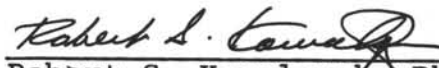
WAYNE-WESTLAND COMMUNITY  
SCHOOLS  
BOARD OF EDUCATION

  
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Gerald A. Malzahn  
President

  
\_\_\_\_\_  
Francis E. Winter  
President, Board of Education

  
\_\_\_\_\_  
Donna F. Keller  
Vice-President

  
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Dan M. Slee  
Assistant Superintendent for  
Employee Services

  
\_\_\_\_\_  
Robert S. Kowalczyk, Ph.D.  
Executive Director

DATE: May 2, 1996



