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AGREEMENT

between

WESTWOOD HEIGHTS BOARD OF EDUCATION

and the

LOCAL 10/WESTWOOD HEIGHTS EDUCATION ASSOCIATION

1998-2001

Westwood Heights School District

Flint, Michigan

*Westwood Heights School*

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## TABLE OF CONTENTS

			Page
Preamble			4
Article	I	Recognition	5
Article	II	Teacher Rights	6
Article	III	Professional Compensation	8
Article	IV	Teaching Hours	10
Article	V	Teaching Loads and Assignments	13
Article	VI	Teaching Conditions	17
Article	VII	Vacancies and Promotions	21
Article	VIII	Transfers	22
Article	IX	Sick Leave - Personal Leave	23
Article	X	Sick Bank	26
Article	XI	Leaves of Absence	28
Article	XII	Insurance	35
Article	XIII	Teacher Evaluation	37
Article	XIV	Mentor Teacher	42
Article	XV	Protection of Teachers	41
Article	XVI	Discipline of Teachers	42
Article	XVII	Negotiation Procedures	44
Article	XVIII	Professional Grievance	45
Article	XIX	School Improvement	47
Article	XX	Miscellaneous Provisions	49
Article	XXI	Financial Responsibility	51
Article	XXII	Board Rights	52
Article	XXIII	Staffing and Reduction in Staff	53
Article	XXIV	Substitute Teaching	58
Article	XXV	Retirement	59
Article	XXVI	Consolidation	61
Article	XXVII	Duration of Contract	62
Article	XXVIII	Contract Maintenance Committee	63
Schedule	A	Salary Schedule	65
Schedule	B	Extra Duty Schedule	66

Calendars		71
Letter of Understanding		74
Appendix A	Individualized Development Plan	75
Appendix B	Teacher Evaluation	77
Appendix Y	Payroll Resolution	88
Appendix Z	Additional Retirement Contributions	
	Payroll Authorization	89



## AGREEMENT

This Contract entered into this first (1st) day of July, 1998, by and between the Board of Education of the District of Westwood Heights, Flint, Michigan, hereinafter called the "Board", and the Local 10/Westwood Heights Education Association, hereinafter called the "Association".

### WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Westwood Heights is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

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

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with a recognized organization as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the above mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Local 10/Westwood Heights Education Association has been duly elected in a Michigan Employment Relations Commission election as the exclusive bargaining representative for professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians, visiting teachers advising or critic teachers, teachers of the homebound or hospitalized, "special education" teachers, non-certificated teachers and speech or hearing therapists employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and non-teaching, non-certificated personnel. The term "teacher", when used hereafter in this Contract, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers. [94-95]
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Contract. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract, provided that the Association has been given opportunity to be present at such adjustment.
- C. Within fifteen (15) days of the beginning of their employment hereunder, any teacher may sign and deliver to the Board an assignment authorizing deduction of membership dues and/or one (1) special assessment each semester with thirty (30) days advance notice for any official professional organization -- local, state and national -- upon such conditions as the organization shall establish. Such sum shall be deducted as dues beginning with the first pay in September, in twenty (20) consecutive installments. The Board shall remit within fifteen (15) days of such deduction said amount to the proper authorities.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained in this paragraph shall be the basis for any grievance. The rights teachers may derive from sources other than this Contract shall not be the basis for a grievance unless such rights are set forth elsewhere herein.

## ARTICLE II

### TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association shall have the reasonable use of buildings and facilities when arrangements are made in advance with building administrators. Members of the Association may wear pins, insignia and other items of identification with the Association which do not interfere with the educational process. Lounge bulletin boards and the school mail system shall be made available for the Association's reasonable use. This includes one (1) prominent bulletin board during National Education Week.
- C. Upon Association request in writing to the Superintendent the Board shall make available to the Association one (1) copy of such information concerning current financial resources of the District, current and projected budget allocations when completed and the current revenue information including, but not limited to, the following:
1. The existing State-Aid Formula Revenue received.
    - a. Changes and expected increases and decreases in the State-Aid Formula.
  2. The current local tax base, millage, assessed and expected increase in base.
  3. State, Federal and County Aid.

4. SPECIAL REVENUE

- a. Special Education
- b. Vocational Programs
- c. Guidance and Counseling
- d. Driver Education
- e. Remedial Education
- f. Gifts, Bequests or other "Special Programs"

5. Annual Financial Report - Form B or its equivalent.

6. A copy of the DE 1010 Personnel Report or its present equivalent, the Certified Personnel Register, shall be made available for use of the Association by the Superintendent upon the Association's request.

7. The Association shall also have access to all documents and information to which it is legally entitled.

D. The Superintendent shall clearly define all coordinative and administrative positions as they relate to or affect the work and responsibilities of the teachers. Said job descriptions shall be accompanied by a Responsibility Flow Chart. This shall be placed in the Staff Handbook and furnished to the teacher no later than the first day of school.

E. Each teacher shall be responsible to one (1) immediate supervisor and his/her assistant who shall coordinate that teacher's duties and responsibilities, except when the immediacy of the situation requires prompt and necessary action. The immediate supervisor, for the purpose of this section, for these teachers, shall be appointed at the beginning of the school year.

F. The Association shall have the right to use school facilities and school equipment including typewriters, mimeographic machines and other duplicating equipment, all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost for all materials and supplies incidental to such use. These supplies shall be requisitioned to the Business Office. Such equipment shall be used in the assigned area.

G. The Board shall provide the Association with a copy of regular Board meeting agendas. The Board shall provide the Association with a copy of the minutes when approved.

## ARTICLE III

### PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Contract are set forth in Schedule A (attached).
- B. All new teachers shall at the time of initial employment, receive credit for previous teaching experience up to a maximum of ten (10) years. The number of years of experience credited will be typed on the teacher contract prior to the teacher's signature.
- C. All new teachers shall at the time of initial employment receive credit for military or Peace Corps service up to a maximum of two (2) years.
- D. Teachers who are vocationally certified and employed more than fifty percent (50%) of their teaching time in state-approved, reimbursable vocational programs implemented by the Board of Education shall receive a maximum of two (2) steps on the salary schedule, if not already at the ninth (9th) or tenth (10th) step, for technical experience which is state approved directly associated with the above mentioned program, for as long as they are still employed. Teachers in the above mentioned programs for fifty percent (50%) or less of their time shall only receive one (1) step, where possible. Teachers who may have been in these programs and later are no longer employed in this fashion shall have any steps granted taken away.
- E. All teachers currently receiving experience credited pursuant to B, C and D shall continue to receive the current level of credit. Correspondence course credits will not apply to the salary schedule.
- F. Coaching, cheerleading and student activities rates of pay are set forth in Schedule B.
- G. Department Heads 7-12

#### 1. Appointment

- a. A department head may be appointed whenever there is an average of two (2) full-time teachers in a subject area. Full time to mean ten (10) or more sections per week, for the full year, taught in a subject area. If a department head is not appointed, work previously performed by said department head will not be assigned to another teacher.
- b. Teachers within our school system will be considered first, if they meet all requirements.
- c. The final decision for an appointment rests with the Principal, who shall have consulted with the Superintendent.

#### 2. Qualifications

- a. Have a permanent certificate

- b. Have tenure
  - c. Be assigned to teach at least fifteen (15) hours per week (three (3) sections) in the department.
3. Salary Differential
- |    |                                      |              |
|----|--------------------------------------|--------------|
| a. | Departments with 10-14 sections      | .015 of Base |
| b. | Departments with 15-19 sections      | .020 of Base |
| c. | Departments with 20 or more sections | .030 of Base |
| d. | Vocational Director                  | .020 of Base |
- 4. Departments may be added, deleted or adjusted according to the criteria in 1, 2 and 3 above as they apply.
  - 5. The position of department head shall be non-tenured and a teacher's appointment as department head shall be renewable at the discretion of the Administration.
- H. Teachers will be moved up on the salary schedule only at the beginning of a semester and after they have completed two (2) full semesters of teaching in the Westwood Heights School System. Teachers move horizontally on the salary schedule only at the beginning of the school year. There will be no credit on the salary schedule granted for partial semesters.
- I. Teachers teaching part-time (less than five (5) sections) shall have a conference period. The length of the conference period shall be determined by the number of hours taught, and computed at the rate of one-fifth (1/5) of an hour per hour taught. Pay for this period shall be that number of fifths times one-sixth (1/6) of one-one hundred eighty third (1/183) of that teacher's full-time yearly salary rate. If the teacher's conference period falls between classes taught, they shall be compensated for a full hour.
- J. Undergraduate classes needed for new state certification pertaining to computer education shall count toward movement on the professional salary scale. Teachers not working toward computer certification will be limited to one (1) undergraduate class.



ARTICLE IV  
TEACHING HOURS

- A. The teacher's normal teaching hours in the Westwood Heights Schools shall be as follows:
1. Teachers are required to report to their respective teaching buildings fifteen (15) minutes prior to the opening of the pupils' regular school day in the morning. Teachers are encouraged to report to their respective buildings at least thirty (30) minutes prior to the beginning of the homeroom period to handle personal or necessary responsibilities. [98-99]
  2. Teachers shall leave the building no earlier than ten (10) minutes after the final student dismissal bell. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teachers, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day and normal bus leaving time. Teachers taking courses which the Administration feels will benefit the School District and where the last ten (10) minutes prevents said teacher from arriving at class on time, may have the last ten (10) minutes waived at the discretion of the principal.
- B. The Board recognizes the principle of a standard set work schedule and will, so far as possible, make professional assignments that can be completed within such a work schedule. This work schedule will not exceed seven (7) hours and thirty (30) minutes per day. The Board will not require teachers to work regularly in excess of such work schedule within or outside of any school building except by mutual consent of the Board and Association.
- C. All teachers shall be provided a thirty (30) minute duty-free and uninterrupted lunch period. Uninterrupted to be interpreted to include phone calls, messages, minor first aid duties that can be handled by the playground monitor, etc. Such period to be determined by building administration.
- D. Preparation time shall be provided to all teachers of the Westwood Heights School System. Preparation time shall be defined as an average of eighty (80) minutes per day including a thirty (30) minute duty-free uninterrupted lunch period, including passing time when a teacher has no students under his supervision. Elementary preparation time may be provided through but not limited to the employment of music, art, physical education, library when a librarian is on duty and/or other enrichment programs.
- E. No certified employee shall leave an assigned duty area for any reason, except an emergency, without the permission of the Building Principal or other Administrator.
- F. The Building Principal shall be responsible for calling regular staff meetings to provide necessary information to the building staff. Such meeting time and length to be determined by the Building Principal in consultation with the staff. Department head meetings shall be conducted in the same manner. Emergency meetings may be called as needed. Teachers will attend all meetings for their entire length unless excused by the Building Principal.

G. There shall be parent-teacher conferences as set forth in the school calendar. The Board shall determine which grades are to be included in elementary and secondary for the purpose of parent-teacher conferences.

1. Pre School and Kindergarten Fall and Spring Conference Schedule
  - a. Monday-Wednesday - regular teaching days
  - b. Thursday-Friday - students dismissed at half-day dismissal time
  - c. Thursday Conferences - 9:00 -11:30 A.M.; 1:00 - 4:00 P.M.; 6:00 - 8:00 P.M.
  - d. Friday Conferences - 9:00 -11:30 A.M.; 1:00 - 3:00 P.M.
2. Grades 1 and 2 fall and spring Conference Schedule
  - a. Monday to Wednesday - regular teaching days
  - b. Thursday and Friday - Students dismissed at half-day dismissal time.
  - c. Thursday Conferences - 1:00 - 4:00 P.M.; 6:00 - 8:00 P.M.
  - d. Friday Conferences - 1:00 - 3:00P. M.
3. Grades 3 - 6 fall and spring Conference Schedules
  - a. Monday through Wednesday - full day of classes
  - b. Thursday - Friday students dismissed at half-day dismissal time.
  - c. Thursday Conferences - 1:00 - 4:00 P.M. and 6:00- 8:00 P.M.
  - d. Friday Conferences - 1:00- 3:00 P.M.

Teachers involved in rotational classes who meet parents after school in the week after parent teacher conferences will be compensated for every hour of conference time at \$11.00 per hour or have one hour added to his/her personal or sick time.

4. Secondary conferences shall be held as follows:

All students shall be scheduled for the first three (3) hours. Conferences will be scheduled from 1:00 to 3:00 p.m., and from 6:00 to 8:30 p.m. Teachers may leave after their last scheduled evening conference. Teachers must certify to the building principal that parents have been contacted as per building policy. During the second semester, teachers will contact those parents whose junior high level children are performing in an unsatisfactory manner. The principal may request a list of those parents contacted, scheduled, and the reasons for the contact.
5. Teachers will receive an additional one-half day off to compensate for evening conferences.



6. Conferences to be held according to the following guidelines:
  - a. Teachers taking classes for college credit shall be excused from said conferences provided equal time is provided by said teacher for meeting with parents. Reports on conferences scheduled and held will be handled in the same manner as those held on the regular conference days.
  - b. Teachers should schedule other parent conferences during the school year as needed for proper student progress.
  - c. Elementary teachers shall be free to leave after 3:30 p.m., and 7:30 p.m., if they have no conferences scheduled or no one waiting to see them.
  - d. Any elementary teacher whose schedule is completely filled, and who still is not able to meet with all parents desiring to meet with said teacher, shall be afforded released time to meet with the parents.
7. If at any time during this contract grades shall change buildings the parent-teacher conference schedule for that building will be followed.
  - I. Teachers will be informed of a telephone number they must call before 5:45 a.m. [94-95] to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a qualified substitute teacher.
  - J. Teachers shall not be docked sick or leave days for any day school is cancelled for the entire day. This shall include but not be limited to inclement weather or Act of God days.

## ARTICLE V

### TEACHING LOADS AND ASSIGNMENTS

- A. The normal teaching load in the junior and senior high schools will be twenty-five (25) teaching periods and five (5) preparation periods weekly. No departure from these norms, except in case of "emergency" or curriculum schedule changes, shall be authorized without prior consultations with the Association. In the event of any disagreement between the representative of the Board and the Association as to what constitutes an emergency, the matter may be processed through the professional grievance negotiation procedure here under set forth.
- B. Teachers will, whenever possible, be assigned to teach in their area of competence and/or certification. Teachers may, when necessary and on a temporary basis, be assigned outside their area of competence and/or certification for a period not to exceed thirty (30) days at any one time. In such cases the Administration shall as soon as possible alleviate the situation. In the event the thirty (30) day limit must be exceeded, the Administration shall inform the Association in writing by the first day of each month of its attempts to correct the situation. In no event shall this continue beyond one (1) school year.
- C. Tentative teaching assignments for the coming school year will be available ten (10) school days prior to the end of the current school year. What is recognized is that changes in circumstances may require change in assignments. In such cases, the teacher shall be notified in writing within three (3) days (excluding Saturday and Sunday) after the Administration is aware of the necessity for the change in assignment. This will include changes in grade or building at the elementary level and subject changes in the secondary level.

Teachers who will be affected by a change in grade and building assignments in the elementary school grades and changes in subject assignment in the secondary school grades will be notified and consulted by their building principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

- D. Teacher salary for an extra class assignment for the year shall be equal to one-sixth (1/6th) of that teacher's normal salary or one-fifth (1/5th) of the current base salary (zero experience), whichever is larger.

## E. Emergency Substitute Teacher Plan

All efforts will be made to find a substitute teacher by the administration. All reasonable attempts will be made by administration to cover classrooms prior to utilizing the emergency plan.

In the event of a substitute teacher shortage, the following plan will be followed:

1. Secretaries, who have been supplied with a substitute list, will call a substitute that fails to report to an assignment. If that substitute does not report, two other substitutes on the list will be called in an attempt to fill the position.
2. If a "specials" teacher is absent (gym, music, etc.), no substitute will be placed in his/her position and all teachers missing their prep time due to this absence will be compensated.
3. If a regular education classroom has no substitute and there is a substitute teacher in one of the "specials" classes (gym, music, etc.), the substitute teacher in the "specials" class will be pulled to cover the regular education classroom. The teachers missing their prep time due to this situation will be compensated.
4. In certain situations, there may be a certified teacher serving in a capacity other than a teacher (or not included on the rotation list below) who may be pulled to cover a classroom with no substitute.
5. In the event there is no substitute for a regular classroom, a rotating list of personnel will substitute.

Hamady Elementary – The personnel listed below will substitute for ½ day in the classroom.

*The rotating sub list is as follows:*

1. Principal
2. Counselor(s)
3. Title I/Reading Recovery Teacher
4. Music Teacher
5. Gym Teacher
6. Any other "specials" teacher (Computer, Art, etc.)
7. Speech Teacher
8. Special Education Teacher(s)
9. Preschool Teachers (on their day without students)

Westwood Elementary – Teachers who have expressed a willingness to substitute will be asked first. A revolving list according to prep periods will determine who shall substitute. Once a teacher substitutes, his/her name goes to the bottom of the list for that period and s/he will not be required to substitute again until all other teachers listed that period have also substituted. Aides may supervise any short interval of time between teachers' prep periods. Aide supervision will be solely an administrative responsibility. Rotational schedule is the responsibility of the building administrator.

High /Middle School – Teachers who have expressed a willingness to substitute will be asked first. A revolving list according to prep periods will determine who shall substitute. Once a teacher substitutes, his/her name goes to the bottom of the list for that period and s/he will not be required to substitute again until all other teachers listed that period have also substituted. A teacher may volunteer to have students transferred from an uncovered classroom to their room with compensation. If a class cannot be covered by the teacher's rotational plan, the following personnel shall fill in on a rotational basis:

1. Principal
2. Attendance Director
3. Special Education Director
4. Middle School Counselor
5. High School Counselor
6. Assistant Principal

- F. Special Education Classes – If an emergency situation occurs for an inclusion or self-contained classroom, the remaining teacher(s) are given the option of using the emergency rotation or absorbing the missing teacher's duties with compensation.
- G. Compensation – whenever a teacher substitutes on their prep period, s/he may
- (1) choose to be reimbursed eleven (11) dollars.
  - (2) have one hour added to his/her personal sick days,
  - (3) have one hour added to his/her personal time.
- For each six (6) hours added to personal time, the teacher may take one day of personal leave.
- H. Any teacher, who can substantiate medical reasons for exclusion from the emergency rotation, will be excused from such duties.

This issue is subject to review during the current contract school year. [98-99]

- I. No teacher with less than two (2) years experience shall teach an extra duty period except in an extreme emergency and after all possibilities within the experienced staff have been exhausted.
- J. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate in accordance with the State Certification Code.
- K. The teachers recognize that their responsibility for supervision of pupils includes the classroom, halls, lavatories and other school facilities on the school premises. A teacher observing or being informed of poor pupil conduct will promptly take what he/she feels to be effective corrective measures and/or inform the proper administrative personnel. This section refers to school sponsored activities only.
- L. Aides are not to be employed in lieu of a certificated teacher. Aides will only be used when it is deemed necessary for state and federally funded programs, and in the library, and will monitor in emergency situations, and administrative discretion as agreed upon by WHEA and the administration. The Association and Board of Education will cooperate in providing appropriate training for aides and teachers using aides. The Review Committee will, at least annually, discuss the use and role of aides in these educational programs. [98-99]

Aides will be used to reinforce instruction and provide tutorial services to the students under the direction and supervision of a certificated teacher.

The teacher will:

1. Plan and coordinate lessons
2. Present initial lesson
3. Identify the reinforcing instruction provided
4. Specify the methods, materials and techniques to be used by the aide.

M. In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization, handling bodily waste or the like.
3. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
4. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

## ARTICLE VI

### TEACHING CONDITIONS

#### CLASS SIZE

- A. (1) Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size shall be determined as follows:

<u>K-2</u>	<u>3-6</u>	<u>7-12</u>
26	30	32

A student must be assigned and in a regular classroom at least 70% of the time in order to qualify as part of that teacher's pupil-teacher ratio.

In the event that the School Improvement Team determines that the above numbers are too large for a particular class the Administration will look with the School Improvement Team to reduce class size. [94-95]

- (2) A committee called the cooperative scheduling committee will meet to resolve conflicts in scheduling. This committee will be made up of the building principal, the teacher involved, a counselor and/or association representative, department chairperson (grades 7-12) and if desired by the Board a representative of the Board of Education. Any teacher K-12 who feels that there is a discrepancy in his/her class size has the right to call for a meeting of this committee. [98-99]
- B. (1) After the third Friday of each semester, in grades 7-12, the specified limit shall represent the maximum for all the classes assigned to a teacher, excluding those classes further restricted due to the quantity of teaching stations.
- (2) When there are two or more sections of the same class and there is a differential of more than ten students from the high to the low count in those sections the administration will attempt to reduce this difference to ten (10) or less. However, if the differential is twelve (12) or more the cooperative scheduling committee will meet within three school days. Upon failure on the part of this committee to resolve the scheduling dispute there may be called an emergency meeting of the review committee. This committee would meet within ten working days and would become the final arbitrator of the situation. [94-95]
- (3) In "split" or "multi-aged" classes, that includes students of both the K-2 and 3-6 categories, the limit shall be no greater than the lowest grade level of students represented in that room.



- (4) In secondary classes having a definite number of teaching stations, the maximum number of students will be as follows:

<b>Art</b>	24
<b>Business</b>	
Business Machines	22
Office Block	22
<b>Computer Science</b>	20
<b>Industrial Arts</b>	
Auto Mechanics	19
Drafting	30
Metals	24
Power Mechanics/Small	
Gas Engines	24
Woods	24
<b>Foreign Language</b>	30
<b>Reading Lab</b>	25
<b>Home Economics</b>	
Child Development	26 (if not regular classroom)
Consumer Survival	24
Family Living	26 (if not regular classroom)
Foods	24
Clothing	26
<b>Science Department</b>	
Biology Room	24 (if offered as a lab course)
Chemistry Room	24 (if offered as a lab course)

It is agreed that traditionally large classes, such as physical education, band, and choir, are exempt from class size regulations. However, teachers of these classes also have the right to ask for the convening of a cooperative scheduling committee.

- (5) When there is a scheduling problem during the semester in those classrooms with a specific number of teaching stations the count will be allowed to exceed the maximum by one student. However the Board agrees to place an additional work station in that room and provide the same materials as are at the other workstations. The Board agrees that this will not occur more than three times per semester and not in the same class more than once every two years. Any violation of this provision will result in all involved teachers receiving an additional three-quarters (3/4) of one percent of the base salary per semester. If the violation lasts for fifteen days or less the teacher(s) would receive the three-quarters (3/4) of one percent on a per diem basis. If the violation lasts for longer than fifteen days the additional three-quarters (3/4) of one percent will be paid for the total semester. This will be paid in a separate check at the end of the semester. It is understood that even though new stations and materials have been purchased the class sizes as stipulated in this article are not permanently being changed.

(6) MAINSTREAMED STUDENTS

The parties recognize that students having been tested and diagnosed as having physical, mental, and/or emotional problems will require specialized classroom experience; and, that their presence in a classroom may interfere with the normal instructional program, and place extraordinary and unfair demands upon the teacher.

Thus when

- 1) An IEPC has determined that a special needs student shall be placed in a regular classroom
- and 2) There is no aid or Special Education teacher assigned to that room
- and 3) The class size for that room is at contractual maximum the class size shall be reduced using the formula agreed upon by the Special Education Director and the WHEA. [94-95]

C. (1) The Board agrees that every effort will be made to conform with these class sizes on the first day of each semester. It is recognized that unforeseen changes because of new enrollment or students leaving may necessitate class changes. However the restrictions contained in A and B above will be in place no later than the third Friday of each semester and will remain in place for the remainder of each semester.

(2) In K-6 each teacher whose classroom exceeds the maximum in A above after the third Friday of each semester will receive three-quarters ( $\frac{3}{4}$ ) of one percent of the base salary for each student over the maximum on a semester basis. If the excess is over three (3) students, the Board agrees to consider other options to benefit or relieve the teacher. A teacher in grades K-4 also has the prerogative of calling for a meeting of the cooperative scheduling committee. [98-99]

(3) The second meeting of the review committee each year will review the class size provisions of the contract and if needed make appropriate recommendations for changes in this section.

D. The Board recognizes that the following are tools of the profession and shall provide for them whenever possible:

1. Appropriate texts
2. Library reference facilities
3. Telephones
4. Maps and globes
5. Laboratory equipment
6. Audio-visual equipment
7. Art supplies
8. A separate assigned desk for each teacher in the District with a lockable drawer
9. Closet space for teachers to store coats, overshoes and personal articles
10. Adequate chalkboard space in every classroom;
11. Copies exclusively for each teacher's use of all texts used in each of the courses he is to teach;
12. A complete and unabridged dictionary in every classroom;
13. Adequate storage space in each classroom for instructional materials;



14. Adequate attendance books, chalk, erasers and other such material required in daily teaching responsibility;
15. Athletic equipment;
16. Current periodicals;
17. Standard tests, questionnaires and similar materials.

The staff will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly (budget permitting) to implement all joint decisions thereon made by its representative, administration and the staff. The Board agrees at all times to keep the schools reasonably and properly equipped, ventilated and maintained.

- E. A reasonable portion of the basic teaching supplies for each building shall be provided for teacher use. A list of the available materials shall be provided each teacher. Each teacher will be provided with a list of consumable supplies that are available in a room to which they can have immediate access. It shall be the responsibility of each teacher to check off those supplies taken. All other previously purchased supplies shall be available within one day of written requisition.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- G. The Board shall make available in each school adequate lunchroom facilities, separate restrooms and lavatory facilities for teacher use. [94-95]
- H. In schools where continuous cafeteria service for teachers is not available, teachers shall be allowed to have beverage vending machines. All proceeds from vending machines and concessions will be deposited in the school's internal account. The spending of this money will be on staff recommendations approved by the Principal.
- I. Adequate parking space shall be made available to teachers for their use during the school day.
- J. Teachers shall be entitled to full rights of citizenship. No religious or political activities outside the classroom of any teacher or the lack thereof shall be grounds for any 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 of the Board, unless there is a direct adverse effect upon the educational program in this school.
- K. Telephone facilities shall be made available to teachers for their reasonable use excluding unauthorized toll calls.
- L. The calendar for teachers covered by this Contract is set forth in Schedule E (attached to and incorporated in this Agreement).
- M. The provisions of this Contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

N. Teachers shall not be required to search for bombs or other dangerous items.

## ARTICLE VII

### VACANCIES AND PROMOTIONS

- A. Whenever a teaching vacancy occurs the staffing procedure given in Article XXIII will be immediately invoked. All resulting changes will be finished within five (5) teaching days from the time the vacancy occurs. This timeline can be extended only by joint agreement of the School Board and the WHEA/Local 10 Executive Board.
- B. Whenever an administrative vacancy occurs during a school year it must be posted for five (5) teaching days by placing in each teacher's mailbox the following:
- (1) Job Description
  - (2) Salary Range
  - (3) Fringe Benefits

If the vacancy occurs during the summer each teacher who has indicated interest in administrative openings on the yearly Teacher Assignment Questionnaire (there will be a separate question about interest in administrative openings) will be notified. This notification will include the three (3) items listed above. Notified teachers will have ten (10) central office business days in which to respond to the vacancy. A WHEA/Local 10 officer will also be notified by the administrative opening.

The Board declares its support of a policy whenever possible of promotions from within its own teaching staffs to administrative positions.

## ARTICLE VIII

### TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools in Westwood Heights Schools shall be posted in the same manner as provided in Article VII.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall retain his/her rights under the Tenure Laws and this Contract.
- D. Teachers desiring to transfer to an available position within the district may submit a request on a form supplied by the Board. If the request is denied, the reason for the denial shall not be the basis for a grievance.

## ARTICLE IX

### SICK LEAVE - PERSONAL LEAVE

At the beginning of each year, the Board shall provide each teacher with eleven (11) sick leave days, three (3) of which may be used as personal leave days.

#### A. SICK LEAVE DAYS

1. The teacher may use sick leave days to recover from his/her own disabling illness or injury disability. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as any other disabling illness or disability.
2. Teachers may use up to three (3) sick leave days for caring for a disabled member of his/her immediate family. Immediate family is defined as parent, child or spouse of a teacher. These days may only be used when no one else is available.
3. Part-time teachers shall receive sick leave days pro rata.
4. The unused portion of sick leave days may accumulate infinitely.
5. The Board may ask for a doctor's verification after a staff member has missed five (5) consecutive days of school because of extended illness.
6. After being absent for more than ten (10) consecutive working days, the Board may request the teacher to provide a doctor's verification that he/she is capable of returning to work.

#### B. PERSONAL LEAVE DAYS

1. Personal leave days may not be taken the day immediately preceding or following a legal holiday, school recess (e.g. Christmas, Memorial Day, etc.) period or the first or last day of school.
2. A teacher shall not be required to use any personal leave days for sickness until all accumulated sick days are exhausted.
3. All notices of intent for personal leave days must be made in writing on the form provided by the Board at least three (3) days in advance of the day requested. In the case of an emergency, however, the three (3) day advance notice provision can be waived at the discretion of the Superintendent or his representative. No more than three (3) teachers in K-6 and three (3) in 7-12 may use personal business days on the same day.

4. Each teacher will be allowed to accumulate up to eight personal leave days.
- (a) Though a teacher may earn and total more than eight (8) personal days, teachers may only carry over five personal days from the previous years. Thus with the three personal days granted at the beginning of the year the maximum number of personal days allowed at the beginning of the year is eight (8). These days can be used the day before or after a school break but only once every two (2) years.
  - (b) Personal days in excess of five at the end of the year will be converted to sick days.
  - (c) A teacher will be allowed to use no more than three (3) consecutive personal days each school year. The exceptions to the "once every two (2) years" limitation are listed below:
    - 1.) 7<sup>th</sup> grade teachers who participate in 7<sup>th</sup> grade orientation and/or put in the required "extra time" for parent teacher conferences may use the compensatory time at any time including the day before or after a school break. If the day is not used by the end of the year it will accumulate as a personal day. [98-99]
    - 2.) Teachers selecting compensatory time, instead of payment equal to per hour subbing pay,
      - for working on school improvement or matters beyond the normal school hours and days accumulated by teachers
      - for subbing on their conference period
      - for any other mutually agreed upon activitiescan be used any time during the current school year. However, not more than three (3) consecutive school days may be used at any one time. Using three (3) consecutive days may still be done only once per school year. [98-99]
  - (d) Application for use of these days must be made at least two weeks before the leave except in emergency situations agreed to by the Board's representative and the WHEA President or his/her representative. The application may not be turned in before the first teacher workday each year. No more than three (3) teachers may use this leave at the same time. If more than three teachers apply for the same date(s) then the following procedure will be used in order:
    - 1.) The teachers with the earliest date of application have preference.
    - 2.) Teachers who have not used this procedure have preference over those who have used it in the last three (3) years.
    - 3.) The teachers with the highest seniority at Westwood Heights are given preference over teachers with lower seniority.

## C. BEREAVEMENT

1. Leave of absence not chargeable against the teacher's sick leave: three (3) days per death of a parent (including in-laws), spouse or child.
2. Leave of absence chargeable against the teacher's sick leave:

- a. An additional two (2) days per death of a parent (including in-laws), spouse, or child.
- b. A maximum of five (5) days per school year for a death in the family. Family to be considered as sister, brother (including in-laws), grandparents, aunt or uncle.

D. EMERGENCY DAYS

1. Sick leave days may be used for any other emergency approved by the administration and not covered by this agreement. These decisions are not grievable.

E. MISCELLANEOUS

1. Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his/her regular contracted salary. This will last for the duration of the illness or one (1) calendar year, whichever comes first. Teachers who have exhausted their sick days shall receive their regular contracted salary only if they are a member of the sick bank. In this case only the waiting period for using the sick bank is waived. [94-95]
2. A teacher on leave for illness shall inform the school by 2:30 p.m., each day of his intention to return the following school day or remain on leave, except in emergencies that prohibit the teacher from doing so. (See also Article IV-J).
3. All days shall be considered as whole days unless prior arrangements have been made. With prior notice or in emergencies a sick day will be computed by sixths (1/6ths).

## ARTICLE X

### SICK BANK

#### A. ELIGIBILITY:

1. Any returning full-time teacher may choose to join the sick bank by the second Friday of each school year, or in the case of a new employee, by the second Friday of employment.
2. Returning full-time employees who don't join at the initial enrollment period may elect to join during the next enrollment period by paying the equivalent number of days to the sick bank had they joined at the initial enrollment period.
3. New teachers to the system will contribute two (2) days per year for two (2) years.
4. Teachers who quit the bank may not withdraw their days and may quit only during the next enrollment period.
5. Members who are laid off or reduced to part-time and are recalled to full time employment will automatically be reinstated. No days will be deducted for the lay-off or reduced time period.

#### B. BANK:

Each teacher who joins shall contribute two (2) days from the eleven (11) days granted each fall to the bank for two (2) years, then one (1) day per year thereafter until 250 days are in the bank. If the bank falls below 200 days in any year, the sick bank committee will have the power to assess one (1) to two (2) per member to replenish the bank. If a member has only one (1) accumulated day left, he/she will not be forced to contribute. All new teachers must put in two (2) days a year for the first two (2) years, even if the bank is over 250 days.

#### C. ADMINISTRATIVE COMMITTEE:

1. The committee shall consist of three (3) members. One administrator and one secondary teacher and one elementary teacher.
2. The committee will process all requests, keep accurate records of members and days used, and report to the teachers at the beginning of each school year. A written report will be given to the Board of Education at the beginning of each school year after all new teachers have had a chance to join the sick bank. The report will include a current roster of sickbank members, activity in the bank during the last school year, and the number of days in the bank at the time of the report.
3. The committee elections will be held in the fall of each year.
4. Three (3) members of the committee will elect a chairperson within three (3) to seven (7) working days.
5. Alternates will be elected at large to fill any resignation of committee members.



6. The committee will convene within seven (7) working days after receiving an application.
7. A written notice of approval or denial shall be given within five (5) working days of the decision. (A standardized form will be used.)

D. ADMINISTRATIVE PROCEDURES:

1. The sick bank committee will ask for a doctor's statement every two weeks.
2. The decision of the sick bank committee with respect to the qualifications of a teacher for a grant from the sick bank and the number of days granted shall be final. The decision of the sick bank committee is not grievable.
3. No teacher shall be granted more days from the sick bank than shall be necessary to carry the teacher until he/she qualifies for long term disability insurance or a maximum of sixty (60) work days in any one school year, whichever comes first.
4. There will be no loss of fringe benefits while a person is drawing sick bank days.
5. Days granted to a member must be voted by 2/3rds of the committee.
6. Docking shall be at 1/183rds of the teacher's salary for current teachers and 1/184ths for new teachers.

E. USAGE:

1. Sick bank days shall be granted only for personal illness or disability of the teacher.
2. Days granted will be consecutive whole days except when a written doctor's permission to return to work states that a teacher may only work a half day. The number of on-half days granted shall not exceed twenty (20). A person will not be paid sick bank days if the illness or accident is paid by worker's compensation. Sick bank members who are injured on the job; who are not off long enough to qualify for workman's compensation; and who have exhausted their sick days may draw days from the sick bank without a waiting period. [94-95]

## ARTICLE XI

### LEAVES OF ABSENCE

#### LEAVES WITH PAY NOT CHARGEABLE AGAINST TEACHER'S SICK LEAVE DAYS

- A. Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:
1. Absences when a teacher is called for jury duty service. All jury duty pay shall be turned over to the School District.
  2. Court appearances as a witness approved in advance by the Board of Education and/or the Superintendent in any case connected with the teacher's school employment or the school, or whenever the teacher is subpoenaed in non-school related cases up to a maximum of two (2) days. The witness fees for the two (2) days shall be turned over to the School District.
  3. Visitation at other schools or for attending educational conferences or conventions approved by the Building Principal and the Superintendent.
  4. One (1) day to take the selective service physical examination. An additional day may be granted at the discretion of the Superintendent.
- B. A teacher absent from work because of mumps, hepatitis, scabies, scarlet fever, measles, pink eye, lice, chicken pox or other childhood diseases and illnesses not covered by Workers Compensation, and such condition is medically certified as having been contracted while on duty, shall not be charged with sick leave. Before returning to the classroom from this particular absence, the teacher must submit a doctor's statement in advance that he or she is free of the condition.
- C. Certified teachers will be granted a sabbatical leave based upon the terms and conditions listed below.
1. Any professional employee who has served the school district under contract for seven (7) consecutive years or more, of satisfactory service as a full-time employee, may file an application for sabbatical leave.
  2. The applicant must hold a Michigan Life, Permanent or Continuing Certificate, and must hold a Masters Degree.
  3. No professional employee will be granted more than one (1) sabbatical leave.
  4. A sabbatical leave may not be granted for less than two (2) full semesters.
  5. The applicant for leave shall file with the Board an agreement that he/she will remain in the service of the Westwood Heights School District for at least two (2) years after the expiration of the leave.

An employee who does not return to the employ of the district shall refund, within twenty-four (24) months, all compensation received while on leave, provided that for each year the teacher does serve following the leave, the amount due would be reduced by one-half (1/2).

6. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the base salary he would receive if on active status for the period in which the leave is effective, payable when other staff salaries are paid, with appropriate deductions. Employees may pay their own fringe benefits through the school if this is acceptable to the carrier.
7. Upon return from a sabbatical leave, the employee shall be entitled to advance to the next level of the salary schedule, provided all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the superintendent.
8. A maximum of 1% of the total professional staff per year may be granted a sabbatical leave. Any major fraction will be considered as a whole number.
9. Applications for a sabbatical leave must be filed, in writing, with the Superintendent of Schools by March 15th for leaves beginning with the first semester, and by October 15th for leaves beginning the second semester.
10. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Westwood Heights School District. Therefore, sabbatical leaves may be granted for the following purposes:
  - a. For formal study in a program of recognized courses leading to an advanced degree conducted by a recognized college or university in the United States or abroad. A minimum of ten (10) semester hours of credit must be carried each semester.
  - b. For individual research, study, or writing under the direct supervision of the Westwood Heights School District.
  - c. For individual research, study, or writing under the direct supervision of a college or university subject to the approval of the Superintendent.
11. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with his planned program.
12. The employee on sabbatical leave shall file periodic reports with the Superintendent of Schools as follows:
  - a. An initial report describing his plan of study.
  - b. A mid-semester progress report.
  - c. A final report at the end of each semester.

The employee may also be required to furnish such additional reports as the Superintendent deems reasonable and necessary to determine that the employee is fulfilling the agreements and requirements of the leave.

Should it be determined that the requirements are not being fulfilled, the entire sum paid to the employee by the Board will become immediately due and all future payments stopped.

13. All applications for a sabbatical leave will be considered on their merits as they relate to the potential benefits to the Westwood Heights School District. Consideration will be given to:
  - a. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
  - b. Potential benefits to the Westwood Heights School District.
  - c. Previous evidence of professional growth on the part of the employee.
  - d. Previous leave of absence.
  - e. Date of filing.
  - f. Years of service in the Westwood Heights School District.
14. Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of leave.
15. A sabbatical leave, once granted, may not be terminated before the date of expiration of the leave, unless authorized by the Board upon request of the employee on leave and with the recommendation of the Superintendent.
16. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.
17. a. A Sabbatical Leave Committee shall be established to:
  - (1) Review and evaluate applications.
  - (2) Recommend candidates to the Superintendent based on considerations as outlined in this article.
- b. The Committee shall consist of:
  - (1) One teacher from each level, Elementary, Junior High, and Senior High, to be appointed by the Association.
  - (2) One Elementary Principal and one Secondary Principal, to be appointed by the Superintendent.
  - (3) The Assistant Superintendent, or his designee, shall serve as Chairperson and secretary of the committee.
- c. The committee shall recommend no more than three (3) candidates for any single leave. All applications may be rejected if not deemed acceptable.

- d. All actions of the committee shall be passed by a minimum of four (4) votes.
- e. The committee shall report their recommendations to the Superintendent within three (3) weeks following the application deadline.
- f. The Superintendent shall make his recommendation to the Board after giving due consideration to the recommendations of the committee.

## LEAVES WITHOUT PAY

- A. Any teacher whose personal illness extends beyond the period of his/her accumulated sick leave days shall, upon application to the Board of Education, be granted a leave of absence without pay for up to one (1) year. Upon written request of the employee's doctor, the leave shall be extended for a second (2nd) year. Should the period of leave end midway through the school year, the leave will be extended until the beginning of the next school year. Additional time may be granted at the discretion of the Board of Education. Upon returning from such leave of absence within the same contract year, the teacher will be assigned to the same position. If the teacher intends to return the following school year, the teacher must notify the Superintendent in writing prior to April 1st. If the teacher does this, then he/she shall be assigned to a similar position if available.
- B. Any teacher who expects to add a child to the teacher's family may apply for "child care leave". If the teacher is granted "child care leave", such leave shall be for up to one (1) year, and such leave shall be without pay or fringe benefits of any kind. The teacher must notify the Board one hundred twenty (120) days prior to the expected date on which the leave is to begin. The actual day when the leave begins may vary from the original date requested. When the teacher returns, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which s/he is qualified.
- C. Teachers who are officers of the State or Regional Association or are appointed to its staff may upon proper application be given a leave of absence without pay for the purpose of performing duties for the Association. Leave shall be granted for no less than one (1) year with no maximum as to duration. Teachers given leaves of absence without pay shall receive no credit toward annual salary increment on the appropriate schedule, unless the Board of Education and the Association mutually agree otherwise. Leaves of absence under this section must be approved in advance by the Board of Education prior to May 1st. When the teacher returns, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which s/he is qualified.
- D. Military leaves shall be granted to any teacher in the Westwood Heights School System and/or spouse who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. These leaves shall terminate three (3) months after an honorable discharge unless extended for graduate school enrollment. Teachers on military leave shall be given the benefit of any increments and cumulative sick leave allowance which would have been credited to them had they remained in active service to the school system. Such teachers must present an honorable discharge to the Board upon return to the system. When the teacher returns the teacher will be assigned to his/her original position or



one of equal level for which s/he may be qualified. The Association recognizes that this may mean the release of a teacher with less service in the district.

E. Family and Medical Leave Act of 1993

Employees will be allowed to take up to twelve weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave or the employee may use sick or personal days for this leave. However the leave will be unpaid once sick or personal days have been exhausted. The employee's health, dental, vision, and life insurances will remain in tact during the leave. Upon return from the leave, the employee is entitled to the same position he held before the leave.

Leaves under The Family and Medical Leave Act include

- 1) The birth of a son or daughter and/or in order to care for the child (The right to this expires 12 months after the birth).
- 2) The employee's adoption of a son or daughter or the placement of a foster child in the employee's home (The right to this expires 12 months after the placement).
- 3) To care for a spouse, son, daughter, or parent of employee, if the relative has a serious health condition
- 4) The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this section prohibits employee from taking other leaves of absence as provided in other sections of this contract. [98-99]

F. A tenure teacher may be granted a leave of absence without pay to campaign for or to serve in a public office for one (1) year. If elected, the leave will be extended for the term in such office. When the teacher returns, The teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which that teacher is qualified.

G. The Board may grant a leave of absence without pay for up to three years to a teacher for any purpose mutually agreed upon between the Board and said teacher. Upon return, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which that teacher is qualified.

H. The leaves mentioned in Section II, paragraphs C, E, and F must begin at the end of the current school year, and the teacher expecting to return to the Westwood Heights School District must notify the Board of his/her intent no later than April 1st of the school year during which they are on leave.

I. No benefits of any kind shall be paid to or for any teacher on any leave unless specified in the leave provision.

J. The Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association. The Association shall notify the Board at least five (5)

school days in advance of the date requested. Under this provision, no more than three (3) teachers shall be granted leave on the same day.

- K. Teachers will maintain accumulated sick leave days for the length of an approved leave of absence. However, if the teacher does not return when a position is offered and when the approved leave expires, then said teacher will lose all accrued sick leave days.

ARTICLE XII

FRINGE BENEFITS

A. If an employee covered by this Agreement leaves the school system for any reason before the end of the school year, his/her insurance will terminate on the last day of the month in which his employment terminated. If a teacher's employment is terminated by himself or herself or the Board at the end of the school year, the Board shall continue in force all applicable insurance benefits provided by this Agreement until the end of August following the end of the school year in which employment is terminated.

B. Chart View

The Board of Education will provide MESSA PAK with the following benefits:

PLAN A: For teachers needing health insurance

MESSA Super Care I - The Board of Education will cover the costs of deductibles including the policyholder's co-pay on prescriptions.

Delta Dental	E 07 (80/80/80): \$800)
	C 07 (50/50/80): \$800)
Long Term Disability	66 2/3%
	\$3000 Maximum
	90 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction and mental/nervous -same as any other illness
Negotiated Life	\$25,000 AD&D
Vision	VSP - 3

PLAN B: For those teachers not needing health insurance

Delta Dental	E 07 (80/80/80:) \$800)
	C 07 (50/50/80:) \$800)
Long Term Disability	66 2/3%
	\$3000 Maximum
	90 calendar days - modified fill
	Freeze on offsets
	Alcoholism/drug addiction and mental/nervous -same as any other illness
Negotiated Life	\$30,000 AD&D
Vision	VSP - 3 Plus



B. Language View (same coverage as in chart view above)

The Board of Education will provide MESSA PAK with the following benefits:

1. Health  
At the beginning of each school year, teachers selecting Plan A will receive MESSA Super Care I health insurance. The Board will cover the cost of deductibles including the policyholder's prescription co-pay.
2. Vision  
Teachers selecting Plan A will receive VSP-3 Vision Insurance. Those teachers selecting Plan B thus not selecting health insurance will receive VSP-3 Plus Vision Insurance.
3. Life  
An additional twenty-five thousand dollars (\$25,000) life insurance and accidental death and dismemberment will be provided to those teachers taking health insurance (Plan A) and thirty thousand dollars (\$30,000) life insurance and accidental death and dismemberment to those teachers not taking health insurance (Plan B).
4. Dental  
All teachers will receive Delta Dental Insurance. Class I and Class II benefits will be 80% with a maximum of \$1,000 per person per year. Class III benefits will be 80% with a lifetime maximum of \$800 per person. Teachers whose spouses also receive dental insurance will have their benefits coordinated. Class I and Class II benefits will be at 50% with a maximum of \$1,000 per year. Class III benefits will be 80% with a lifetime maximum of \$800 per person.
5. LTD  
The Board will provide LTD Insurance for all full-time teachers under age seventy (70) who are working at least thirty (30) hour per week. Benefits shall begin upon expiration of ninety (90) calendar days or accumulated sick leave whichever is greater. Sixty-six and two-thirds percent (66 2/3%) of the monthly contractual salary will be payable up to a maximum benefit of three thousand dollars (\$3,000) per month. The total combined amount of benefits under this plan and benefits payable as a result of disability or retirement provisions of governmental and employer sponsored plans may not exceed sixty-six and two-thirds per cent (66 2/3%) of an insured monthly contractual salary. If a disability occurs at age sixty (60) or before, benefits will cease at age Sixty-five (65). If disability occurs after age sixty (60), benefits will cease five years after disablement or at age seventy (70). Alcoholism, drug addiction and mental illness will be treated as any other illness. The Board will pay health insurance premiums for up to twelve months, if a teacher qualifies for LTD.

C. Regular part time teachers shall receive prorata share of life insurance hospitalization and dental.

D. For those employees who choose not to be covered by the Board paid health insurance (Plan B), the Westwood Heights Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment").

The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax Deferred Annuity. The Cash Payment amount shall be paid monthly into companies

currently used by the Westwood Heights Education Association Teachers. To elect a Tax Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

On the teacher day at the beginning of each school year a survey of the teachers will be taken. The Board will provide an annuity for the highest dollar amount for which the required number of people have signed This annuity amount shall be locked in for the school year.

<u>Monthly</u>	<u>Number of People Needed</u>
\$20	18
\$30	23
\$50	24
\$100	28

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax Deferred Annuity.

The Plan will become effective January 1, 1999. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the Parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan Document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

- E. Commencing April 1, 1995 the Board is not obligated to bargain who is or who will be the policyholder pursuant to P.A. 112 of 1994. However if P.A. 112 is repealed, changed or found unconstitutional, this language is null and void. Notwithstanding the above, it is understood by the parties that MESSA and the level and types of benefits will remain for the duration of the contract. [94-95]

## ARTICLE XIII

### TEACHER EVALUATION

- A. All teacher evaluations will be reviewed in conference between the Principal and teacher and a representative of the Association if the teacher so desires. If the desire for an Association representative arises during the conference, the conference shall be terminated at the request of the teacher until such representative can be present. The Administration shall have the right to have an assistant at such conference.
- B. Evaluations shall only be conducted by a qualified Building Principal or Assistant Principal or other qualified Administrator. Each evaluation shall be based on, but not limited to, at least one (1) observation of at least thirty (30) consecutive minutes of classroom performance made in person by the Administrator writing the evaluation. All monitoring or observation of the performance of a teacher shall be conducted openly. Whenever possible, all observations shall be made with the knowledge of the teacher. The first evaluation shall be made no sooner than ten (10) work days after the beginning of school and no later than ten (10) work days before the end of the first semester. (This applies to probationary teachers only.)
- C. ~~This written evaluation will be signed and dated by both the teacher and the Building~~ Principal. The teacher's signature will indicate that he agrees with the evaluation, unless he has indicated areas of disagreement by asterisk (\*) or has affixed comments concerning why he does not agree with the evaluation in the space provided for such comments. This evaluation may be revised within forty-eight (48) hours upon request of teacher, after which time this evaluation shall be final.
- D. Non-Tenure Teachers

Within twenty (20) days of initial employment, each non-tenure teacher shall be provided with the Individualized Development Plan (Section E). The Individualized Development Plan shall be given to and discussed with the non-tenure teacher at a conference called by the evaluator for that purpose.

An observation cycle shall be defined as having:

- 1) a pre-observation conference (to discuss the evaluator's expectations and procedures)
- 2) a work site observation (conducted with the teacher)
- 3) at least one teaching observation (duration of each to be a minimum of 45 minutes)
- 4) a written evaluation of the work site and teaching observations
- 5) a post observation conference to discuss the written evaluation.

Each non-tenure teacher's evaluation shall have at least two (2) observation cycles each school year of the probationary period. The first observation cycle shall be completed prior to the completion of 75 work days. The second observation cycle shall be completed prior to the completion of 150 work days with at least 60 days between observation cycles.

In the event a non-tenure teacher is NOT recommended for continuing employment due to professional competence, the reasons for non-renewal shall be consistent with the criteria

found in the Individual Development Plan and the written evaluations, and shall be given in writing to the non-tenure teacher.

The Individualized Development Plan and the Teacher Evaluation tool are located in Appendix A and B respectively.

- E. The teacher shall be able to see the contents of his personnel file in the presence of an Administrator. If the teacher so desires, he can request a representative of the Association to be present at such review. An Assistant Administrator may be present.
- F. Teacher's Files
1. No material relating to a teacher's conduct, service, character or personality shall be placed permanently in his file unless the teacher has had the opportunity to read the material, affix his signature, and file any explanatory statement regarding the material. It is understood that materials on loan to the school from a college or university placement office or medical reports are confidential and therefore are exempt from the provisions of this section.
  2. The teacher shall have the right to view his/her employee records, and obtain copies, at cost of his/her employee records. This policy shall not apply to documents and records exempted by Public Act 397.
  3. Material of non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher's file without the teacher's consent and with his/her signature.
  4. All materials placed in the files must bear the date and have affixed the signature of the writer or other proper identification as to source.
  5. No information concerning a disciplinary action which is more than four (4) years old shall be released to a third party.
  6. Whenever disciplinary information is released to a third party, the employee will be mailed notice that such information has been released, unless this right has been specifically waived in an employment application with the third party.
  7. The school district will not document in an employee's personnel file any information as prohibited in Section 8 of Public Act 397, such as political activities, personal associations and other activities unrelated to the employment of the individual.
  8. Supervisory personnel shall not involve students in the recording and filing of teacher files.
  9. The above provisions shall apply to the teacher's personnel file in the Principal's office and Superintendent's office.

- G. Every year each teacher will be evaluated on the short check list form developed by a joint administration/WHEA committee in 1988-1989. This is to be completed by May 1 of each year. Every year each teacher will evaluate his/her immediate administrator(s) and the superintendent using the form developed in 1988-89. These forms will be given to teachers by March 1 of each year. AR's will receive in a blank envelope the completed form(s) from each teacher by March 15. These forms do not need to be signed.
- H. Any charge concerning the professional competence of a tenured teacher arising out of the evaluation process shall be filed with the Board of Education and the teacher no later than twenty (20) days before the last day of school year. [94-95]

## ARTICLE XIV [94-95]

### MENTOR TEACHER

- A. A Mentor Teacher shall perform the duties as outlined in section 1526 of the School Code. Whenever possible the Mentor Teacher shall be a member of the bargaining unit.
- B. Each teacher in his/her first (3) years in the classroom shall be assigned a Mentor Teacher by the Administration.

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information, professional support, instruction and guidance in a non-threatening fashion.

- C. A Mentor Teacher shall be assigned in accordance with the following :
  - 1. The Mentor Teacher shall have tenure if a member of the bargaining unit.
  - 2. Mentor Teachers will be chosen by the administration with the teacher's option to decline.
  - 3. The District shall notify the Association of those members requiring a mentor assignment within two (2) weeks of employment.
  - 4. The Administration shall notify the Association when a Mentor Teacher is matched with a teacher (Mentee).
  - 5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
  - 6. A Mentee shall only be assigned to one (1) Mentor Teacher at a time. A Mentor Teacher shall only be assigned to one (1) Mentee at a time.
  - 7. The Mentor Teacher assignment shall be for (1) year subject to review by the Mentor Teacher and Mentee after (2) two months. The appointment may be renewed in succeeding years by the Administration.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development. This time shall be scheduled within the parameters of the regular workday and work year.

\*Note\* Pay will be included in schedule B.



## ARTICLE XV

### PROTECTION OF TEACHERS

- A. Primary classroom discipline is the responsibility of the teacher. The Board, however, recognizes its responsibility to give assistance in those cases where help outside the teacher's realm of training is needed. Whenever it appears the pupil needs the aid of specialized personnel, the Board will take reasonable steps to provide such help.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. 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.
- C. If a teacher, acting within the written policies, rules and regulations of the Board is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher is found innocent of the charges brought against him/her.
- E. The Board will reimburse teachers up to a maximum of three hundred dollars (\$300) for any loss, damage or destruction of clothing or personal property of the teacher while on duty. However, the direct cause of loss must be shown by the teacher, and he/she must be innocent of any contributory negligence. The teacher bears the burden of proof.
- F. Any complaints by a parent of a student directed toward a teacher shall be promptly brought to the attention of the teacher involved.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- H. All monitoring or observation of the work performance of the teacher shall be conducted openly and with the full knowledge of the teacher. The above provision may be waived with the written permission of the tenured teacher. No polygraph or lie detector device shall be used on any teacher in any investigation of a teacher without the teacher's written permission. However, a polygraph or lie detector device may be used on a witness in any investigation of a teacher with the permission of the witness. [94-95]



ARTICLE XVI  
DISCIPLINE OF TEACHERS

- A. The Board may adopt reasonable written rules and regulations not in conflict with the terms of this Contract governing the discipline of teachers. The Association and each building shall receive a copy of the Board of Education policies.
- B. No teacher covered under this Contract shall be disciplined, discharged, suspended with or without pay, or reprimanded without just cause. This paragraph is not applicable to extra duty or assigned duty other than those compensated under Schedule A, B, and C.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association will provide a representative in a timely manner. The Administration shall have an assistant at such conference.
- D. The disciplining and discharge, extension of probationary period or the failure to reemploy a probationary teacher shall not be subject to the grievance procedure, except that it shall be in accordance with State Tenure Law. [98-99]
- E. All discipline shall be corrective in nature, based on just cause, and applied through progressive steps, without discrimination of race, sex, creed, color, age, or handicap.

Discipline shall begin at step one for each different offense. For repeated offenses of the same nature, the teacher shall be allowed sufficient time to correct his/her behavior after each disciplinary step. The steps for progressive discipline shall be:

- 1. Verbal warning
- 2. Verbal reprimand
- 3. A written reprimand (two, if the infraction is not of a serious enough nature for step 4)
- 4. Short suspension with pay (one day or less)
- 5. Longer suspension with pay (more than one day)
- 6. Short suspension without pay (one day or less)
- 7. Longer suspension without pay (more than one day)
- 8. Possible discharge

Discipline shall not be warranted if any one of the following tests for Just Cause have not been met.

- 1. Did the Administration give the employee an advance warning of the possible or probable disciplinary consequences of his conduct?
- 2. Was the rule or order reasonably related to:
  - a. The orderly, efficient, and safe operation of the school, and
  - b. The performance that the Administration might properly expect of

the employee

3. Did the Administration, before administering discipline, make an effort to discover whether the employee did in fact violate or disobey a rule or order of administration?
4. Was the Administration's investigation conducted fairly and objectively?
5. At the investigation did the Administration obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the Administration applied the rules, orders, and penalties even-handedly, without discrimination, to all employees?
7. Was the degree of discipline administered by the Administration in a particular case reasonably related to:
  - a. The seriousness of the employee's proven offense, and
  - b. The record of the employee in his/her service with the system?

When the nature of the incident is severe, emergency intervention steps may be taken. In no cases, however, shall final discipline be imposed prior to a thorough and fair investigation.

## ARTICLE XVII

### NEGOTIATION PROCEDURES

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated upon, and the agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities. The Board of Education and Association agree to mutually resolve items of common concern not covered by this Agreement.
- B. A Review Committee shall be established. It shall be made up of at least three (3) members of the W.H.E.A. and at least three (3) members representing the Board of Education. They shall meet at least four times per year and any additional meetings as needed. The first meeting shall be the second Tuesday in October. Additional meetings for the year will be scheduled at that first meeting.
- C. Approximately one hundred twenty (120) days prior to the expiration date of this Contract, the parties will begin negotiations for a new Contract covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Contract between the parties may be executed without ratification by both parties.

The parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification of the entire Master Contract.

- E. This Contract shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teacher contracts shall be made expressly subject to the terms of this Contract. The provisions of this Contract shall be incorporated into and considered part of the established policies of the Board.

## ARTICLE XVIII

### PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

- A. Any dispute which may arise between a teacher(s) or the Association and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided in this Article. Any other dispute between the parties shall not constitute a grievance. A grievance claim must be filed by a teacher, group of teachers, or the Association in writing within twenty (20) school days after the occurrence of the event giving rise to the grievance; failure to file within twenty (20) school days shall constitute a waiver of the grievance claim. No complaint which alleges a statutory unfair labor practice (under the Michigan Employment Relations Act) or a statutory unfair employment practice (under the federal or state civil rights acts) or any other right or remedy which arises pursuant to statute, federal or state constitution or government regulation, may be filed or processed as a grievance under this Agreement. Such matters should be resolved by the agencies and courts of competent jurisdiction designated by law to deal with such issues. Any teacher who has been disciplined or dismissed and who is entitled to file a complaint under the Michigan Teacher Tenure Act may elect instead to process the same complaint under the contract grievance procedure. However, once a teacher elects to process such a complaint under the Teacher Tenure Act, then the teacher shall be barred from processing the same matter as a grievance under this Agreement. The Board hereby designates as its representative for such purpose the Principal in each school building or the Superintendent of Schools when the particular grievance arises in more than one (1) building.
- B. Within five (5) working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers shall be present at a meeting to resolve such grievance unless excused by mutual consent. If the meeting is with the School Principal and the parties cannot agree, the grievance shall be transmitted to the Superintendent within five (5) working days, who shall have five (5) working days thereafter to approve by the Superintendent, the grievance shall be transmitted to the Secretary of the Board within five (5) working days, with a statement of reasons for disapproval.
- C. Within fifteen (15) calendar days and/or the next regularly scheduled Board meeting from receipt of the grievance, the Board shall pass upon the grievance unless otherwise agreed upon differently by both parties. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) calendar days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by both parties within ten (10) working days after receiving the Board's decision. If the parties cannot agree as to the arbitrator, he/she shall be elected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Professional Grievance Procedure), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a recommendation of the merits. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator shall have no power to substitute his discretion for the Board's discretion in cases where the Board has acted pursuant to Article XIX. Both parties agree to be bound by the decision of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction.

- E. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one (1) grievance including its arbitrability at any one (1) hearing upon its merits.
- F. The decision of the arbitrator shall be submitted to both parties and shall be binding upon the parties concerned. The fees and expenses of the arbitrator shall be shared equally by the parties.
- G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all improperly deprived or professional compensation or advantage, the same or its equivalent in money shall be paid to him/her. The arbitrator shall have sole authority to add to or subtract from this provision.
- H. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to Department Head, Assistant Principal or other school employee for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of Department Heads, Assistant Principals or other employees in such informal procedures be deemed to be supervisory or executive function.



ARTICLE XIX

SCHOOL IMPROVEMENT

- A. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.
- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit member must be by mutual agreement of the Board and the Association prior to being implemented.
- D. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. A building Leadership Team (BLT) is the group through which individuals who are responsible for the implementation of a decision at the building level are effectively involved in making that decision. To that end, the parties agree as follows:
  - 1. A SIP/BLT plan shall have no authority to modify in any manner the collective bargaining agreement between the Board and the Association. The following issues will be considered within the scope of authority of a SIP/BLT plan, per definitions contained in the Characteristics of Effective Schools:
    - Safe and Orderly Environment
    - Climate of High Expectations
    - Clear and Focused Mission
    - Instructional Leadership
    - Opportunity to Learn and Student Time-On-Task
    - Home-School Relations
    - Frequent Monitoring of Student Progress
  - a. Building Plans must be consistent with:
    - 1) Board Policy
    - 2) Master Agreement
    - 3) District Mission Statement
    - 4) Builder Focus Statement
  - b. Plans should incorporate one, two and three year goals with objectives for each year. Included should be considerations for instruction needs and building organization and operation.
  - c. Plans will need to include a budget.
- 2. Any participation in SIP/BLT whether in full or in part, shall be voluntary. Further, bargaining unit members will not be affected by such activities in a manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the

Association.

3. The Board will provide available and appropriate designated funding, based upon the buildings fourth Friday student count, for SIP/BLT activities and program development. This established amount will be allocated to the BLT. The BLT may redirect discretionary funds, with the approval of the Superintendent, so long as any changes remain cost neutral.

Teachers working on School improvement after regular hours will be compensated. In grades K-4 a teacher will choose either:

- 1.) One hour to be added to his/her personal time for each hour worked.
- 2.) Pay equal to one hour of substitute pay. (In 1991-1992 \$11.00 per hour) for each hour worked.

Middle and secondary school teachers will be paid at the substitute rate.

Compensation for working on school improvement will be paid at the end of the school year.

4. Prior to the implementation of any SIP/SLT plan identified members of the bargaining unit will be provided training in minimally the following areas.
  - a. Overview of BLT/model programs and structures.
  - b. Decision making models.The Board and the Association will mutually develop such training.
5. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee. Each SIP/BLT committee shall be composed of a majority of bargaining unit members who shall be elected by bargaining unit members in the building.
6. A SIP/BLT District Level Committee is herein established with the ratification of this agreement. The Association President or his/her designee will serve on the District Level Committee and appoint one member from each building to be a member of the District Level Committee as well as the Building Level Committee. The Board may appoint members of their choice so long as the bargaining unit members make up a majority of the committee.

The District Level Committee will meet, as necessary, to review the progress of the BLT plans.

- E. If, during the course of the SIP/BLT plan the Association or the Board determines that the activity is detrimental to their individual interests, the Association or the Board may, with thirty (30) calendar days written notice to all affected parties, withdraw participation from the activity. Written reasons for such withdrawal shall be provided to all parties upon request.
- F. Any dispute which cannot be resolved at the Building Level shall be referred to the District Level Committee which shall recognize the autonomy of the BLT.



## ARTICLE XX

### MISCELLANEOUS PROVISIONS

- A. All new teachers to the school system will be required to have a complete physical examination and a TB test prior to granting their contract if the Board or the law deems necessary. At the option of the Board, for reasonable suspicion, physical and psychiatric examinations may be required at any time by the Board at the expense of the Board. The Board will submit a list of three (3) to five (5) doctors, and the teacher may select the one he or she chooses to see. [94-95]
- B. Copies of this Contract shall be printed at the expense of the Board and presented to all teachers.
- C. If any provision of this Contract or any application of the Contract to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Association and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Association therefore agrees not to honor, encourage or promote the actions of strikes, work stoppage or other refusals to perform work by teachers covered by this Contract.
- E. Each teacher shall supply the Superintendent's office with an up to date transcript of all completed academic work. All transcripts beyond the first (1st) copy of any work taken shall be at the Board's expense.
- F. A teacher's dress, appearance, and action should reflect the dignity of the profession and present a positive role model for students.
- G. The Association and individual teachers will honor Board policies and administrative regulations that are in accord with this Agreement. It is not the function of the Association or individual teachers to assume administrative responsibilities. Only those policies and directives issued in writing shall be subject to this section.

H. The Association agrees to submit to the Board's representative annually by October 1st or as appointed a list in written form of the following positions:

1. Building representatives;
2. Officers;
3. Various committees and members;
4. Executive board members and officers;
5. P.N. Team and chairperson;
6. Regular meeting dates and times for the following groups:
  - a. W.H.E.A. general meetings and location;
  - b. Local building meetings and location;
  - c. Executive Board meetings and location.

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

J. Each teacher shall provide the office of Personnel service any changes relative to: name, address, telephone number and information on the person to be contacted in case of emergency.

K. No teacher shall be required to act as an administrator in the absence of a building administrator.

L. When any teacher's assignment, either as a regular course or as a temporary situation, shall make travel to a location other than his/her first daily station necessary; he/she shall be reimbursed for actual mileage at the rate of twenty-one (21) cents per mile.

M. Teachers serving on Jury Duty must return to school each day, if they are released from Jury Duty by one (1:00) p.m.

N. When a parent initiates a teacher contract, that teacher will, whenever possible, get back in contact with that parent within twenty-four (24) hours. However, only in an emergency situation will the teacher not get back with the parent by the end of the third conference period following the parental contact.

O. CHARTER SCHOOLS [94-95]

The district will provide notice within two weeks to the Association of any contact, correspondence, or inquiry regarding an application to the district for authorization of a charter school, or when application is made, whichever comes first.

## ARTICLE XXI

### FINANCIAL RESPONSIBILITY

- A. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay for a fee to the Association an amount equal to membership dues payable to the Association and MEA/NEA, provided, however, that teacher may authorize payroll deduction for such fee in the same manner as provided in Article I, Section C. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in Article I, Section C, the Board shall cause termination of employment of such teacher on or before the end of the present semester. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. The Association agrees to deliver to the Superintendent a list each month of all those teachers who pay the above-mentioned fee directly to the Association.
- B. The above provision may not be enforced by either side in the case of any teacher who teaches three (3) hours or less.
- C. The Association agrees to indemnify the Board from any cost or damages or liability of any kind which may be assessed against the Board as a result of the Board complying with this Article.
- D. The Association with the consultation of the Board may:
1. Decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section, or the defense which may be assessed against the Board by any court or tribunal;
  2. Choose the legal counsel to defend any said suit or action;
  3. Compromise or settle any claim made against the Board under this section.

## ARTICLE XXII

### BOARD RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and Constitutions of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with said Constitution and laws.

## ARTICLE XXIII

### STAFFING AND REDUCTION IN STAFF

The teacher staffing for each school year shall be accomplished in the following manner and shall remain the same that year, if there are no changes in staffing requirements and/or curriculum. The staffing shall be accomplished as follows:

- A. The administration shall establish the curriculum.
- B. Seniority for all purposes of this agreement shall be defined as length of unbroken service with Westwood Heights Schools. Seniority begins on the first day of employment in a permanent teaching position. In a situation where a teacher has served continuously as a substitute and then is hired permanently for that position seniority is retroactive to the first day in that position. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position. Time spent on layoff, sick leave, child care leave, or sabbatical leave, will be considered continuous employment for the purpose of seniority, but not for salary increments when leave extends one year or more. Teachers on other leaves maintain seniority accrued prior to that leave and will add to that seniority upon return to employment within the bargaining unit, regardless of the duration of said leave. [98-99].

An administrator who was a former member of W.H.E.A. may only return to the classroom at the beginning of a school year, unless mutually agreed upon by the Board and WHEA/Local 10 Executive Board. An administrator may voluntarily return to the classroom under the following conditions:

1. He/She must give a one year notice prior to the beginning of his/her last administrative year. A letter of resignation must be submitted to the Board of Education by the first day of school. The Board will then send a copy of the resignation letter to the Association.
2. Wherever possible, the Board will promote a WHEA/Local 10 teacher to this administrative position to avoid negatively affecting a member of the bargaining unit.

Whenever an administrator, who was a former member of W.H.E.A., returns to the classroom, the staffing procedure as outlined in Article XXIII, Section C, Subsection 7, will be followed.

An administrator, who was a former member of W.H.E.A., who is laid off, and requests returning to the classroom, is exempt from the one year notice requirement.

Teachers who have administrative responsibilities will still be part of the bargaining unit and will continue to accumulate service and seniority in the bargaining unit. No more than two members from the bargaining unit may be part-time administrators. These people will pay full dues to the Association.

C. The procedure will be as follows:

1. The administration determines the number of K-6 positions.
2. The administration determines the number of sections in grades 7-12, and divides this number by five (5).
3. The administration determines the number of special education positions. (Such assignments will not be greater than a conventional full-time position, unless no one on part-time or on the reservoir list desires the additional work.)
4. The administration determines a numerical total by adding the numbers of positions determined in 1, 2, and 3 above.
5. The administration then takes the number of teachers determined in step 4, above, from the top of the seniority list. This new listing shall be known as the "assigned teacher list".
6. The administration shall proceed to staff the curriculum, inasmuch as possible, exclusively from the assigned teacher list. The assigning of teachers to positions shall be governed by the parameters which follow. The parties agree that it may not be possible to staff the entire curriculum exclusively from the original assigned teacher list.
7. The assigning of teachers to specific assignments shall be limited as follows:
  - a. In grades 9-12, teachers may be assigned to teach only in subject area in which they hold a major or minor (as assigned in the past across broad subject areas) and are certified, unless the State of Michigan mandates no certification requirements for the assignment. The administration shall develop, and post, objective qualifications necessary to teach classes not covered by state certification. Such posting shall transpire prior to April 30 and the implementation of the staffing process.
  - b. In grades 7-8, teachers may be assigned to teach only in subject area in which they are certified and hold a major or minor (as assigned in the past across broad subject areas). The administration will develop, and post, objective qualifications necessary to teach classes which are not related to a general subject area. Such posting shall transpire prior to April 30. Any teacher having been continuously assigned (year to year) a subject outside his/her major or minor may continue to be assigned in that subject.
  - c. In grades K-6, teachers may be assigned to teach only if they hold K-8 certification in all subjects.



- d. In Special Education, teachers may be assigned to teach only if they are certified and/or endorsed, and approved by the state, in that specific program.
- e. It is agreed that "K-8 all subjects" certification does not render a teacher eligible for an itinerant assignment in K-8 music, art, or physical education. Music teachers, who have a specialty in either vocal or instrumental music, may not teach in the other area, unless the teacher and administration mutually agree that said teacher is adequately qualified for the assignment.
- f. If the requirements in a-e above prohibit filling a classroom or section assignment from the assigned teacher list, then that person in the reservoir with the necessary requirements and the most seniority shall be offered the assignment.
- g. The teacher(s) that was drawn up from the reservoir list will only be offered those hours which require them to be drawn up from that list. Note: If this is less than a full-time position, the teacher will be laid off and offered the part-time position.
- h. The process above will be repeated until all assignments have been filled.
- i. Laid off teachers will continue to acquire seniority. However, when a teacher is on layoff status for a length of time equal to the number of years worked plus the number of days substituted in the Westwood Heights School District after that teacher was laid off, s/he will lose all recall rights with the Westwood Heights School District. In all cases tenure with the district will not be affected. Starting on June 11, 1993 no tenured teacher shall have less than three years of recall rights. [94-95]
- j. If a classroom or section assignment increases, or an opening occurs during the first twenty (20) school days, it will be filled by going through the process outlined above, providing that doing so does not necessitate the transfer of more than three (3) teachers. If the opening would cause the transfer of more than three (3) teachers; or, if the opening occurs after the first twenty (20) days of school in a semester, the Board shall fill the opening with the most senior person available with the necessary requirement, if it is possible to do so. If placement is not possible from the assigned teacher list, or the reservoir list, and as restricted in this paragraph, the Board may fill said position with a person who meets the requirements of the assignment from outside of the lists for one semester. Reassignment of up to five (5) teachers shall be allowed to comply with the staffing procedure for the second semester.



k. In the first week of January of each year, the Board shall present to the Association and the building representative a preliminary seniority list including majors, minors, certification and endorsements. Each member of the unit will initial or challenge their information. The list of challenge and agreements shall be presented to the Superintendent by January 30, along with verification of enrollment in a winter term course(s). A revised list will be published by February 15, which will reflect the eligible credits. The list will be posted in each building and a copy given to the Association. After March 15, the seniority list shall not be grievable until the establishing of the next seniority list.

(1) The seniority list shall consist of two parts:

- (a) A list of all persons with seniority as defined above from the greatest to the least.
- (b) A group of lists by area of major/minor and certifications as set forth above.

(2) In the case of equal seniority, the position on the seniority list will be determined by applying the following criteria in the order below:

- (a) Total number of years teaching prior to seniority accrued in the Westwood Heights system.
- ✓ (b) Total number of equivalent semester graduate hours completed beyond the bachelor's degree by February 1 of the current school year.
- (c) Coin flip.

l. Laid off teachers who desire to remain on the seniority list for possible future recall shall inform the Board in writing by February 1 of each year.

m. All laid off teachers shall be placed on the substitute list according to seniority provided that a written request is made by the teacher.

n. The Association shall review the proposed staffing. The Association shall be responsible for providing those teachers subject to layoff the opportunity to attend such review. If the Association agrees that the procedure has been followed correctly, based upon the data provided by the Board at that date, it will so certify in writing within fifteen (15) days of receipt. If the Association disagrees with the proposed staffing, the Association will in writing indicate the needed changes within fifteen (15) days of receipt. If the data changes, the signature will become invalid and the procedure shall be repeated.

8. Whenever this staffing process is implemented, the validated certification on file in the Superintendent's office by April 15 of each year, shall be applicable for the following year's staffing for all teachers including those currently employed and on layoff. If a teacher submits to the Superintendent, by April 15, a signed document from an accredited college or university, verifying that the teacher is participating in a program that, by the end of the winter term, is expected to generate a new, additional certification by the start of the next school year, the new certification will be acknowledged in the staffing plan for the subsequent school year. Such teachers must submit to the Superintendent an updated teaching certificate, or other acceptable document, that validates and documents the new certification by July 15. Failure to so submit, will result in precluding the teacher from any assignment requiring the new certification for that year. Persons who obtain new certification for that year. Persons who obtain new certification requiring student teaching that can only be completed during the summer, may utilize the new certification the following fall.

Nothing in this section shall diminish the requirements specified in the above section 7.

## ARTICLE XXIV

### SUBSTITUTE TEACHING

When it is known in advance that a substitute teacher will be subbing for the same teacher for forty-five (45) consecutive school days or more and the substitute is a member of WHEA/Local 10, the substitute will be paid at the base (first) step on the salary schedule starting on day one (1). If the substitute is not a member of WHEA/Local 10 or the length of time the WHEA/Local 10 member will substitute is not known in advance then s/he shall be placed at the base step on the salary schedule on the forty-sixth (46) consecutive days or sixty (60) days in the same classroom. Substitutes will be placed on the appropriate step on the salary schedule after ninety (90) consecutive work days in the same classroom or if they end one year and begin the next year in the same classroom. Substitutes on a step of the salary schedule will be expected to begin to pay dues to the NEA/MEA/WHEA/Local 10. In each case the substitute shall receive the pro-rated share of (1) sick leave; (2) hospitalization, (3) vision, (4) dental, and (5) life insurance starting on the day they go on salary. Items 2, 3, 4, 5 above are subject to the terms of the carriers. [98-99]

## ARTICLE XXV

### RETIREMENT

- A. A retired teacher may elect to continue his/her insurance coverage as permitted by the carrier and by said teacher pre-paying the current monthly health insurance premium.
- B. All bargaining unit members who retire shall receive:
1. A lump sum payout equal to twenty dollars (\$20.00) per day for each day of unused accumulated sick leave.
  2. The following fully paid full family insurance coverage to age 65:
    - \$30,000 life insurance with AD&D
    - Vision I (or current level of coverage)
    - Dental Coverage, Plan E (80%, 80%, no ortho coverage)
- C. Upon written notice of retirement the Board shall "pick up" (pay) the contribution to MPSERS in an amount equal to the cost of three (3) year of Universal Service Credit for the teacher under the M.I.P. or Basic Plans of the MEPSERS. It is understood that said "pick up" has been agreed to in the collective bargaining of this agreement. Each year, for the duration of the contract, the Board agrees to assume, for up to three teachers, the cost of three (3) years of retroactive retirement credit that those teachers are eligible to purchase based on the following conditions:
1. Each teacher who receives this retirement credit must have taught twenty-five or more years at Westwood Heights Schools.
  2. The teachers intent to retire must be submitted to the superintendent no later than May 1 of the school year in which s/he plans to retire. The final decision to retire must be made in writing to the Board of Education by the last day of school.
  3. The actual date of retirement is July 1 of that calendar year.
- If more than three teachers apply the three to get the credit will be determined as follows:
1. The most teaching experience at Westwood Heights Schools
  2. The most overall teaching experience
  3. A coin flip
- Upon mutual agreement between the Board and WHEA it is agreed that in a situation where there was a teacher with severe medical conditions, who wished to retire, the time line stated above could be lifted. If this were to occur after three teachers for that year had already been determined then this medical retirement would result in a deduction, by one, from the number of teachers eligible for the credit purchase the following year.
- D. Teachers shall not have the option of choosing to receive the above amounts directly instead of having them paid by the employer to MPSERS.

E. In addition to the above any teacher may complete and thereby utilize the form (Appendix Z) to

- (1) redeposit contributions previously withdrawn plus interest in order to reinstate previously forfeited service and/or
- (2) purchase additional permissive service credit under MPSERS. Upon ratification of this agreement the Board of Education shall adopt the attached Appendix "Y" (Payroll resolution).

ARTICLE XXVI

CONSOLIDATION

In the event of consolidation, reorganization, or annexation, the Board shall do whatever is legally possible to guarantee the teachers of the Westwood Heights District their employment rights including seniority. The Board shall keep the Association informed of the progress of these proceedings, and if possible, allow for the presence of an Association observer.

ARTICLE XXVII

DURATION OF CONTRACT

This Contract shall remain in effect from July 1, 1998 through June 30, 2001.

WESTWOOD HEIGHTS SCHOOLS  
BOARD OF EDUCATION

LOCAL 10/WESTWOOD HEIGHTS  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Local 10/WHEA President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Local 10/WHEA Secretary

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Local 10/WHEA PN Chairperson



## ARTICLE XXVIII

### Contract Maintenance Committee

The Board of Education and the W.H.E.A. agree to establish a Contract Maintenance Committee. The first meeting will take place no later than October 15, 1998. The committee will be comprised of members of the negotiating teams from the Association and the Board. Meeting schedules, the ground rules, procedures, and agendas will be established at the first meeting.

Items to be resolved during the length of the contract include but are not limited to:

- 1) Schedule B
- 2) Additional hours added to the school year
- 3) Salary for the 2000-2001 school year

## SCHEDULE A

After the completion of twelve consecutive years as a Westwood Heights teacher, a bargaining unit member will be eligible for longevity. This will be 2 1/2% of the base salary and will increase an additional 2 1/2% every four years. This payment will take place at the beginning of the 13th, 17th, 21st, 25th and 29th years for a total of five longevity steps.

A (BA+45) graduate semester hour shall be equivalent to a MA for salary, provided that the hours were earned after the BA degree. The 45 graduate semester hours shall be of mutual benefit to the worker and the school district. The graduate semester hours for the BA+45 are calculated differently than BA+15, MA+15 and MA+30.

Pursuant to Public Act 244 of 1974, the Board shall pay, effective February 28, 1977, on behalf of each teacher, the 5% employee's contribution to the Michigan Public School Employee's Retirement System.

Undergraduate credits earned do not count toward the BA+45 track on the Salary Schedule. (These undergraduate credits will count toward the BA+15 track.)

2000-2001

Wage reopener – parties will negotiate in May, 2000. Increase in instructional hours will also be negotiated at that time.

Westwood Heights Schools

WHEA Members' Salary Schedule 1998-1999

1997-1998 + 2.5%

Years at WW Hts						
Hired				BA+45		
Pre 98-99.		<u>BA</u>	<u>BA+15</u>	<u>or MA</u>	<u>MA+15</u>	<u>MA+30</u>
2		27925	29321	30791	32329	33945
3		29321	30791	32329	33945	35811
4		30791	32329	33945	35811	37424
5		32329	33945	35811	37424	39297
6		33945	35811	37424	39297	41259
7		35811	37424	39297	41259	43736
8		37424	39297	41259	43736	46360
9		39297	41259	43736	46360	49145
10		41259	43736	46360	49145	51601
11		44350	46563	49306	51765	54354

Year in left hand column indicates the current year that you are teaching.

LONGEVITY

13th YEAR	=	698
17th YEAR	=	1396
21st YEAR	=	2094
25th YEAR	=	2793
29th YEAR	=	3491

Westwood Heights Schools

WHEA Members' Salary Schedule 1998-1999

1997-1998 + 2.5%

Years at WW Hts		<u>BA</u>	<u>BA+15</u>	<u>BA+45</u> <u>or MA</u>	<u>MA+15</u>	<u>MA+30</u>
Hired In or After						
	98-99					
1		27925	29321	30791	32329	33945
2		29321	30791	32329	33945	35811
3		30791	32329	33945	35811	37424
4		32329	33945	35811	37424	39297
5		33945	35811	37424	39297	41259
6		35811	37424	39297	41259	43736
7		37424	39297	41259	43736	46360
8		39297	41259	43736	46360	49145
9		41259	43736	46360	49145	51601
10		44350	46563	49306	51765	54354

Year in left hand column indicates the current year that you are teaching.

**LONGEVITY**

13th YEAR	=	698
17th YEAR	=	1396
21st YEAR	=	2094
25th YEAR	=	2793
29th YEAR	=	3491

Westwood Heights Schools

WHEA Members' Salary Schedule 1999-2000

1998-1999 + 2%\*

Years at WW Hts						
Hired				BA+45		
Pre 98-99		<u>BA</u>	<u>BA+15</u>	<u>or MA</u>	<u>MA+15</u>	<u>MA+30</u>
	2	28484	29907	31407	32976	34624
	3	29907	31407	32976	34624	36527
	4	31407	32976	34624	36527	38172
	5	32976	34624	36527	38172	40083
	6	34624	36527	38172	40083	42084
	7	36527	38172	40083	42084	44611
	8	38172	40083	42084	44611	47287
	9	40083	42084	44611	47287	50128
	10	42084	44611	47287	50128	52633
	11	45237	47494	50292	52800	55441

Year in left hand column indicates the current year that you are teaching.

**LONGEVITY**

13th YEAR	=	712
17th YEAR	=	1424
21st YEAR	=	2136
25th YEAR	=	2848
29th YEAR	=	3560

\* 2% increase guaranteed, cap of 3%  
 (52% of the increase of revenue from the State Foundation Grant)

Westwood Heights Schools

WHEA Members' Salary Schedule 1999-2000

1998-1999 + 2%\*

Years at WW Hts		BA	BA+15	BA+45 or MA	MA+15	MA+30
Hired In or After						
	98-99					
1		28484	29907	31407	32976	34624
2		29907	31407	32976	34624	36527
3		31407	32976	34624	36527	38172
4		32976	34624	36527	38172	40083
5		34624	36527	38172	40083	42084
6		36527	38172	40083	42084	44611
7		38172	40083	42084	44611	47287
8		40083	42084	44611	47287	50128
9		42084	44611	47287	50128	52633
10		45237	47494	50292	52800	55441

Year in left hand column indicates the current year that you are teaching.

**LONGEVITY**

13th YEAR	=	712
17th YEAR	=	1424
21st YEAR	=	2136
25th YEAR	=	2848
29th YEAR	=	3560

\* 2% increase guaranteed, cap of 3%

(52% of the increase of revenue from the State Foundation Grant)

SCHEDULE B

EXTRA DUTY

1998-1999 (to be updated for 1999-2001)

Percent of Salary Schedule Base

	1	2	3
1. Varsity Football	11.25	12.25	13.25
2. Assistant Varsity Football	7.25	8.25	9.25
3. Head Junior Varsity Football	7.25	8.25	9.25
4. Assistant Junior Varsity Football	5.25	6.25	7.25
5. 9th Grade Football	5.25	6.25	7.25
6. 8th Grade Football	4.75	5.75	6.75
7. 8th Grade Football Assistant	4.75	5.75	6.75
8. Varsity Basketball	11.25	12.25	13.25
9. Junior Varsity Basketball	7.25	8.25	9.25
10. 9th Grade Basketball	5.25	6.25	7.25
11. 8th Grade Basketball	4.75	5.75	6.75
12. 7th Grade Basketball	4.75	5.75	6.75
13. Varsity Baseball	7.25	8.25	9.25
14. Junior Varsity Baseball	6.25	7.25	8.25
15. 8th Grade Baseball	4.00	5.00	6.00
16. 7th Grade Baseball	4.00	5.00	6.00
17. Softball	7.25	8.25	9.25
18. Junior High Softball	4.00	5.00	6.00
19. Varsity Track	7.25	8.25	9.25
20. Assistant Track	5.25	6.25	7.25
21. Junior High Head Track	5.25	6.25	7.25
22. Varsity Wrestling	11.25	12.25	13.25



23.	Assistant Wrestling	4.75	5.75	6.75
24.	Junior High Wrestling	4.75	5.75	6.75
25.	Head Tennis	4.75	5.75	6.75
26.	Varsity Hockey	7.25	8.25	9.25
27.	Golf	4.75	5.75	6.75
28.	Cross Country	4.75	5.75	6.75
29.	Volleyball	7.25	8.25	9.25
30.	Junior Varsity Volleyball	4.75	5.75	6.75
31.	Junior High Volleyball	4.00	5.00	6.00
32.	Var. and Jr. Var. Cheerleading	7.25	8.25	9.25
33.	9th Grade Cheerleading	5.25	6.25	7.25
34.	Junior High Cheerleading	6.25	7.25	8.25
35.	Junior High Gymnastics	2.75		
36.	High School Intramurals	\$15 per session		
37.	Junior High Intramurals	\$15 per session		
38.	Elementary Intramurals	\$15 per session		
39.	Accipiter	1.75		
40.	Talon	4.50		
41.	Junior High Yearbook and Paper	2.75		
42.	Drama Play (Head)	2.75		
43.	Drama Play (Aide)	1.75		
44.	Musical Play	6.25	7.25	8.25
45.	Junior High Play (Head)	1.75		
46.	Junior High Play (Aide)	1.75		
47.	Debate	3.00	3.75	4.25

48.	Forensics	3.00	3.75	4.25
49.	Class Sponsors			
	12th - Two Sponsors	2.75		
	11th - Two Sponsors	2.75		
	10th - Two Sponsors	1.75		
	9th - Two Sponsors	1.75		
50.	Vocal Music	4.25		
51.	Performance Vocal (WW Exp.)	2.25		
52.	Instrumental Music	8.25		
53.	Outdoor Education	2.75		
54.	High School Librarian	2 extra week's pay		
55.	High School Guidance Counselor	4 extra week's pay		
56.	Marching Band Director	1 extra week's pay		
57.	Junior High Guidance Director	1 extra week's pay		
58.	High School Athletic Director	30.00		
59.	Junior High Athletic Director			
60.	Quiz Bowl	5.00		
61.	Mentor Teacher [94-95]			
	Bargaining unit members who voluntarily mentor will be paid per mentee:			
	1. First year probationary (mentee) teacher	\$300		
	2. Second year probationary (mentee) teacher	\$200		
	3. Third year probationary (mentee) teacher	\$100		

No teacher assigned to the same position during the term of this Contract that they had during the 1984-85 school year on this schedule shall receive less pay for that position during the term of this Contract than the teacher received during the 1984-85 school year.

Extra week's pay calculated under Schedule B, lines 54-57, will be determined by dividing the person's annual base salary by 183 days, or 184 days for new employees, and multiplying this by the extra days worked.

The amount of weeks worked under schedule B, lines 54-57, will be determined by the Board of Education based upon the needs of the School District.

A longevity step of 5% increase on Schedule B every 4 years shall be paid if service is continuous in one activity or within a sport season. (Ex: 1 year track, 1 year tennis, 2 years softball (same season) would qualify for 1 longevity step with 5% based upon softball pay.)

Bargaining unit members shall be paid for detention supervision at the same rate as for hourly substituting.

Bargaining unit members who act as sponsors National Honor Society, Key Club and other after-school activities as agreed upon by the Administration and the Association shall be paid at the rate of 2.5% of base salary.

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

All teachers are strongly encouraged to attend a minimum of two (2) extra-curricular functions per school year. [94-95]

WESTWOOD HEIGHTS SCHOOLS  
1998-1999 CALENDAR

August

31 Teacher Orientation

SEPTEMBER

1 Student's First Day -- Half Day  
4-7 Labor Day Recess -- No School  
8 School Resumes

OCTOBER

16 End of First Marking Period -- Grades 7-12  
29 Parent-Teacher Conferences -- Grades 7-12

NOVEMBER

6 End of 1st Marking Period -- Grades K-6  
19-20 Parent-Teacher Conferences --- Grades K-6  
25 End of 2nd Marking Period -- Grades 7-12  
25-29 Thanksgiving Recess -- Half Day Wednesday

DECEMBER

18 Christmas Recess -- Begins at End of Day

JANUARY

4 School Resumes  
18 Dr. Martin Luther King Jr. Day -- No School  
21-22 Semester Exams -- Half Days for Students

FEBRUARY

15 President's Day -- No School

MARCH

5 End of 4th Marking Period -- Grades 7-12  
15 Late Winter Break -- No School  
18 Parent-Teacher Conferences -- Grades 7-12  
26 End of 3rd Marking Period -- Grades K-6

APRIL

1 Easter Recess Begins (Half Day)  
12 School Resumes from Easter Recess  
15-16 Parent-Teacher Conferences K-6  
23 End of 5th Marking Period -- Grades 7-12

MAY

31 Memorial Day -- No School

JUNE

10-11 Semester Exams -- Half Day for Students  
12 or 14 Teacher Record Day

If required to make up Act of God Day, they will be made up  
the week of June 14.

WESTWOOD HEIGHTS SCHOOLS  
1999-2000 CALENDAR

August

- 30 Teacher Orientation
- 31 Student's First Day (Half Day)

September

- 6 Labor Day - No School

October

- 15 End of 1st Marking Period/Grades 7-12
- 28 Parent-Teacher Conferences/Grades 7-12

November

- 5 End of 1st Marking Period/Grades K-6
- 18-19 Parent-Teacher Conferences K-6
- 24 End of 2nd Marking Period/Grades 7-12
- 24-28 Thanksgiving (Half Day Wednesday)

December

- 17 Christmas Recess Begins at End of Day

January

- 3 School Resumes
- 17 Dr. Martin Luther King Jr. Day -- No School
- 20-21 Semester Exams -- Half Day for Students

February

- 21 President's Day -- No School

March

- 3 End of 4th Marking Period/Grades 7-12
- 16 Parent-Teacher Conferences/Grades 7-12
- 20 Late Winter Break -- No School
- 24 End of 3rd Marking Period/Grades K-6

April

- 6-7 Parent-Teacher Conferences/Grades K-6
- 14 End of 5th Marking Period/Grades 7-12
- 20 Easter Recess Begins -- Half Day

May

- 1 School Resumes
- 29 Memorial Day -- No School

June

- 8-9 Semester Exams -- Half Days for Students
- 10 or 12 Teacher Record Day (Teacher must report on One of These Days)

If required to make up Act of God Days, they will be week of June 12.

WESTWOOD HEIGHTS SCHOOLS  
2000-2001 CALENDAR

August

- 28 Teacher Orientation
- 29 Student's First Day (Half Day)

September

- 1-4 Labor Day - No School

October

- 13 End of 1st Marking Period/Grades 7-12
- 26 Parent-Teacher Conferences/Grades 7-12

November

- 3 End of 1st Marking Period/Grades K-6
- 16-17 Parent-Teacher Conferences K-6
- 22-26 Thanksgiving (Half Day Wednesday)

December

- 19 Christmas Recess Begins at End of Day

January

- 3 School Resumes
- 15 Dr. Martin Luther King Jr. Day -- No School
- 18-19 Semester Exams -- Half Day for Students

February

- 19 President's Day -- No School

March

- 2 End of 4th Marking Period/Grades 7-12
- 15 Parent-Teacher Conferences/Grades 7-12
- 19 Late Winter Break -- No School
- 23 End of 3rd Marking Period/Grades K-6

April

- 5-6 Parent-Teacher Conferences/Grades K-6
- 12 End of 5th Marking Period/Grades 7-12
- 12 Easter Recess Begins -- Half Day
- 23 School Resumes

May

- 28 Memorial Day -- No School

June

- 7-8 Semester Exams -- Half Days for Students
- 9 or Teacher Record Day (Teacher must report on One of These Days)
- 11

If required to make up Act of God Days, they will be week of June 11.

If it is necessary to add additional hours, this will be done by a combination of adding days with pay, extra minutes to each school day and the elimination of Restructured Wednesdays.



LETTER OF UNDERSTANDING [94-95]

The parties agree that it is in their mutual interest to have evaluation instruments that optimally reflect the professional competence of the teacher.

Therefore, a joint committee shall be established of representatives from the Administration and the Association to develop by April 1, 1995 the evaluation instruments to be utilized for probationary and tenured teachers.

The attached appendixes shall be utilized until the new instruments are approved by the Board and the Westwood Heights membership for implementation.

APPENDIX A [94-95]

INDIVIDUALIZED DEVELOPMENT PLAN (IDP) FOR PROBATIONARY TEACHER

TEACHER \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_ PROBATIONARY YEAR \_\_\_\_\_

PRINCIPAL \_\_\_\_\_

Teacher's Signature (acknowledging receipt of a copy of IDP):

\_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

## RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constructive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

APPENDIX B [94-95]

TEACHER EVALUATION

Teacher \_\_\_\_\_

Status: Tenure: Yes No Probationary years \_\_\_1\_\_\_2\_\_\_3\_\_\_4

Building: \_\_\_\_\_ Position: \_\_\_\_\_

Give Dates:

Pre-Observation Conference: \_\_\_\_\_ Observation: \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_ Evaluation: \_\_\_\_\_

The process of evaluation indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT, IF SO DESIRED.

- S SATISFACTORY
- U UNSATISFACTORY
- NA/NO NOT APPLICABLE/NOT OBSERVED

I. SUBJECT MATTER CONTENT

A. KNOWLEDGE OF TEACHING AREA S U NA/NO

- 1. Exhibits a sound background and understanding of the subject matter required of the position. — — —
- 2. Keeps abreast of current theory and practice in his/her field. — — —

3. Can respond satisfactorily to questions \_\_\_\_\_  
posed by students either as to  
information required or as to a source  
for obtaining available information.

OBSERVATIONS LEADING TO JUDGMENT: \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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B. METHODOLOGY

S U NA/NO

- 1. Stimulates interest in subject area. \_\_\_ \_\_\_ \_\_\_
- 2. Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students. \_\_\_ \_\_\_ \_\_\_
- 3. Subject content is consistently relevant. \_\_\_ \_\_\_ \_\_\_
- 4. Student inputs are encouraged and treated with respect. \_\_\_ \_\_\_ \_\_\_
- 5. Varied resources are used appropriately. \_\_\_ \_\_\_ \_\_\_

OBSERVATIONS LEADING TO JUDGMENT: \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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C. EVALUATION

S U NA/NO

- 1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.     —     —     —
  
- 2. The capability of the student is taken into consideration, as well as the amount of effort the student has expended.     —     —     —
  
- 3. Accurate records are kept.     —     —     —
  
- 4. Assignments are reviewed and turned back promptly.     —     —     —

OBSERVATIONS LEADING TO JUDGMENT \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

S U NA/NO

- 1. The teacher organizes classroom routines in an efficient manner.   —   —   —
  
- 2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.   —   —   —
  
- 3. Most of the teacher's time is devoted to teaching and learning activities.   —   —   —

OBSERVATIONS LEADING TO JUDGMENT: \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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B. CARE OF ROOM AND EQUIPMENT

S U N/A/NO

- |   |   |   |   |
|---|---|---|---|
| 1. The teacher exerts reasonable care to see that furnishings are kept in good condition. | — | — | — |
| 2. Maintenance needs are promptly reported.   | — | — | — |
| 3. Audio-visual and other learning tools are used and stored properly.                    | — | — | — |
| 4. Students are guided in sharing the responsibility for care of furnishings.             | — | — | — |

OBSERVATIONS LEADING TO JUDGMENT: \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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C. DISCIPLINE

S U NA/NO

- |  |   |   |   |   |
|--|---|---|---|---|
| 1. The teacher promotes a friendly environment which is conducive to learning.       | — | — | — |   |
| 2. Building and classroom rules are make known to the students.                      | — | — | — |   |
| 3. Breaches of discipline are handled according to the district and building policy. |   | — | — | — |
| 4. Students are dealt with in a fair and consistent manner.                          | — | — | — |   |

OBSERVATIONS LEADING TO JUDGMENT: \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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III. RELATIONSHIPS

A. SELF-RELATIONSHIPS

S U NA/NO

- |   |   |   |   |   |
|---|---|---|---|---|
| 1. Exhibits a positive attitude.                              | — | — | — |   |
| 2. Exercises initiative.                                      | — | — | — |   |
| 3. Encourages others by his/her attitude toward the position. | — | — | — |   |
| 4. Seeks out new ideas.                                       |   | — | — | — |
| 5. Is open-minded.  |   | — | — | — |
| 6. Is willing to give and receive assistance.                 | — | — | — |   |
| 7. Implements suggestions in a professional manner.           | — | — | — |   |

OBSERVATIONS LEADING TO JUDGMENT \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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B. INTERPERSONAL RELATIONSHIPS

S U NA/NO

- 1. Relationships with students, colleagues and parents are honest and forthright. — — —
- 2. Dignity and rights of people are respected. — — —
- 3. Shows consistent interest in students' academic and social growth. — — —
- 4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. — — —

OBSERVATIONS LEADING TO JUDGMENT \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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C. INSTITUTIONAL RELATIONSHIPS

S U NA/NO

- 1. Shares freely and constructively any criticism or ideas for improvement of education in the district.    —    —    —
  
- 2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.    —    —    —
  
- 3. Observes district and building rules, administrative regulations, agreements and policies.    —    —    —
  
- 4. Reports and bookkeeping are accurately kept and promptly turned in when requested.    —    —    —

OBSERVATIONS LEADING TO JUDGMENT \_\_\_\_\_

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IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

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SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

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OVERALL EVALUATOR'S OBSERVATION ABOUT EMPLOYEE (CHECK ONE):  
 SATISFACTORY      UNSATISFACTORY

EVALUATOR: \_\_\_\_\_ Date: \_\_\_\_\_  
signature

TEACHER: \_\_\_\_\_ Date: \_\_\_\_\_  
signature



PAYROLL RESOLUTION

(Pursuant to Article ?? of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) plan conditions, members may be allowed to:

- (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or:
- (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, \_\_\_\_\_.

REPORTING UNIT NAME: \_\_\_\_\_ (school district)

Approved by the Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[98-99]

Appendix "Z"  
Election of Retirement and Universal Service Credit benefits under Article  
**ADDITIONAL RETIREMENT CONTRIBUTIONS**  
**PAYROLL AUTHORIZATION**

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to:

- (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or
- (2) elect permissive service credit purchase through additional contributions to the retirement system.

Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution \*(and this agreement) shall take effect \_\_\_\_\_.  
*(today's date)*

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_\_ months in the amounts of \$\_\_\_\_\_ per month with a final payment of \$\_\_\_\_\_.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until:
  - a.) payroll payments are completed, or
  - b.) termination of employment.

REPORTING UNIT NAME (school district) \_\_\_\_\_ NUMBER \_\_\_\_\_

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[98-99]