

8963

8/31/95

1991-1995

Woodhaven  
School District



Professional Agreement

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Education Association  
MEA/NEA

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*Woodhaven School District*

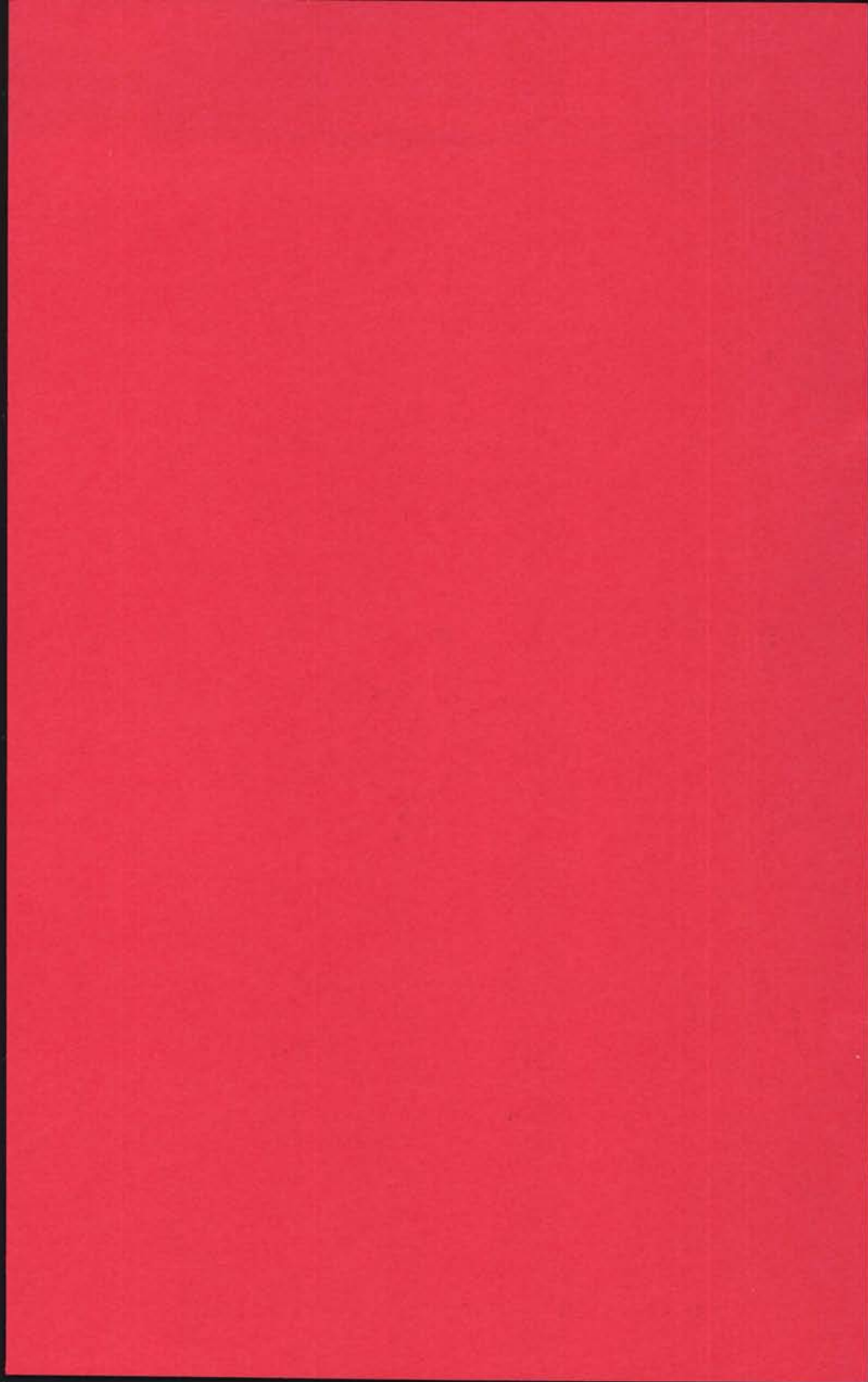


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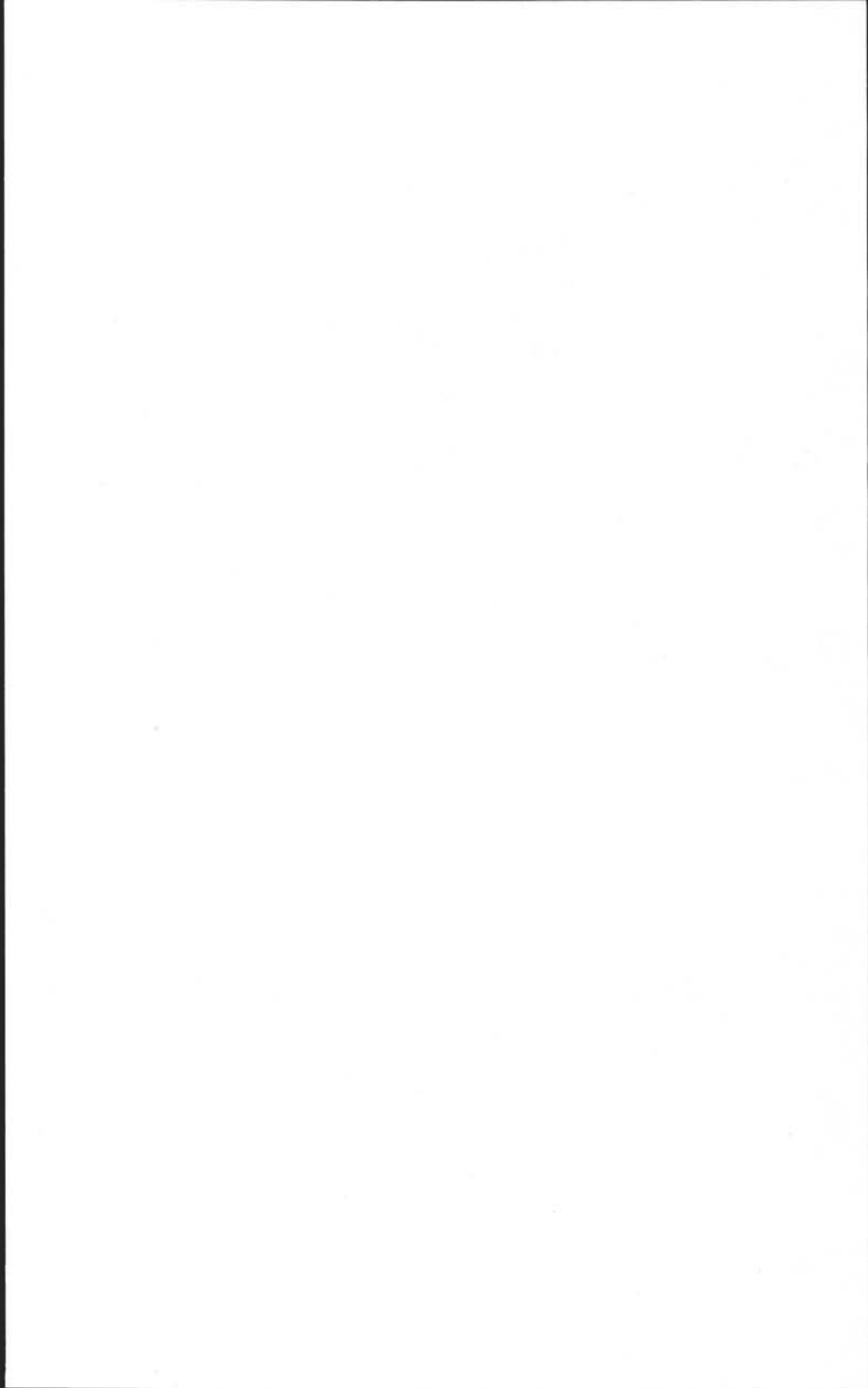
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## AGREEMENT

*This Agreement*, effective the first day of September, 1991, by and between the Woodhaven School District, hereinafter called "The Employer" or "The Board" and the Woodhaven Education Association—MEA/NEA, hereinafter called "The Union."

The parties agree, however, that the provisions of this Agreement shall be effective prospectively only, commencing upon ratification of this Agreement by both parties.

## WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing a quality education for the children of the Woodhaven School District is their mutual aim and that the character of such education depends predominantly upon the equality and morale of the teaching service, and

WHEREAS, the Employer has a statutory obligation, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

### ARTICLE I *Recognition*

The Woodhaven Board of Education hereby recognizes the Woodhaven Education Association, an affiliate of the MEA/NEA, as the exclusive bargaining representative, as defined in Section II of

Act 379, Public Acts of 1965, for all full-time and regularly part-time certified professional personnel whether under contract, on leave, employed or to be employed by the Board of Education, including Social Workers, Guidance Counselors, School Psychologists, Certified Librarians, Occupational Therapists, Physical Therapists, and Nurse, but excluding:

All supervisory or administrative personnel, including Superintendent, Assistant Superintendent, Administrative Assistants to the Superintendent, Directors of Programs, including Title VI Director, Athletic Directors, Principals, Assistant Principals, Curriculum Coordinator, Coordinator of Special Education, Business Manager, individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, per diem substitute teachers, aides, paraprofessionals, any personnel engaged 50% or more of the time in administration, and all other employees of the Board of Education or any other employer.

The term "Teacher" or "Employee" when used herein shall refer to all certified professional personnel represented by the Union in the bargaining unit as above defined.

The term "Association" when used hereinafter shall refer to the Woodhaven Education Association—MEA/NEA.

Should the School District reinstate the cosmetology program within the District and operate the program within its buildings and/or facilities with non-certified bargaining unit members, the parties agree to set the salary paid to the non-certified bargaining unit members employed in the cosmetology teacher positions at Step 5 of the BA degree salary schedule of the then implemented collective bargaining agreement. The hours and other terms and conditions of employment, including but not limited to pay for hours worked over the regular school year, shall be determined by the parties through the collective bargaining process.

**ARTICLE II**  
***Association and Teacher Rights***

**Section A—Teacher Rights**

Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union 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 the laws of the State of Michigan, the Employer 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 the Act or other laws 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 reason of membership in the Union, participation in any activities of the Union or collective professional negotiations with the Employer, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**Section B—Building Use**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial services is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m.

### **Section C—Property Use**

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

### **Section D—Facilities and Equipment Use**

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment calculating and 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 of all materials and supplies incident to such use. The Association agrees to be responsible for the financial loss due to carelessness or negligence in the use of school premises and school equipment. No equipment shall be removed from the school premises without the consent of the Board.

### **Section E—Bulletin Boards**

The Association shall have the exclusive right to post notices of activities and materials of concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association Building Representative shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or nonpartisan politics shall be posted. The Association may have the use of any available District mail service, including U. S. postage, if required, and teacher mail boxes for communications to teachers.

### **Section F—School Board Minutes**

The Employer agrees to furnish to the Union in response to reasonable requests public information and minutes of the regularly scheduled school meetings, census and membership data, register of all certified teachers, and such other information as will assist the Union in developing a constructive program on behalf of the teachers

and the students. A copy of the minutes and agenda of all regularly scheduled meetings will go to the Association President and the Association Building Representatives in each building.

#### **Section G—Religious or Political Non-Discrimination**

The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof 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 or attention of the Employer.

#### **Section H—Non-Discrimination**

The Employer and the Union agree that the provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

#### **Section I—Agency Shop**

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 as a service fee to the Association an amount established by the Association, in accordance with its procedures, to the Association, the Union, the NEA and MEA provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A. The parties expressly recognize that the failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment. The Employer shall immediately cause the termination of such teacher.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with Article II Section I, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and,
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with Article II, Section I.

**Section J—Association President's Released Time**

The Association President shall be released the last class period per day in addition to the regular preparation period at the expense of the Board. In addition, the Association President may be released from teaching duties at any time upon the approval of the Superintendent or designee. It is expected that this time will be used to benefit both the Association and the Board of Education by improving personnel relations.

**Section K—Association Released Time**

Twenty-five (25) paid leave days will be credited to the Woodhaven Education Association for the use of its representatives to participate in activities of the Teachers' Professional Association. Additional days may be granted upon petition and approval of the Superintendent or designee.

**Section L—Association Business**

An Association officer shall be released from non-teaching duties to attend to Association business during a preparatory period to conduct teacher professional organization activities in order to maintain a smooth relationship between faculty and duly authorized



school board or agents thereof. If such duties involve a necessity to leave the school building, the principal or designee will be notified.

#### **Section M—Teacher Released Time**

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of salary. Every effort shall be made to conduct grievance procedures and/or negotiation meetings outside of normal school hours.

#### **Section N—Association Phone**

The Association President will be provided with a telephone at the Association President's work station or in an office, if available, at the Employer's expense. All long distance calls will be paid for by the Association.

### **ARTICLE III** ***Rights of the Board***

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States, included but not limited to the following:

The management and control of school properties, facilities, grades and courses of instruction, athletic and recreation programs, method of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and

policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE IV**

### ***Payroll Deductions***

#### **Section A—Authorized Dues Deduction**

Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union and the Association monthly, including the NEA and the MEA. The Association will make every reasonable effort to deliver this authorization to the business office within eleven (11) school days after the opening of the school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

#### **Section B—Monthly Deduction**

The deduction of membership dues or fee shall be made from the second paycheck each month for ten (10) months beginning in September and ending in June of the year.

#### **Section C—Dues Allocation**

With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Employer agrees promptly to remit such to the Association monthly, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to

membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Employer of all members of the Association in good standing from time to time and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

#### **Section D—Payroll Deductions**

Upon appropriate written authorization from the teachers, the Employer shall deduct from the salary of the teacher and make appropriate remittance for annuities, one of three designated credit unions, one of which shall be the Downriver School Employees' Credit Union, savings bonds, charitable donations, PAC contributions, or any other plans or programs jointly approved by the Association and the Board.

#### **Section E—Pay Periods**

Salaries shall be paid in either twenty-six (26) or twenty-one (21) equal installments. The first installment is to be paid the second Friday following the opening of school and for twenty-five (25) more pays or twenty (20) more pays respectively, except that when a pay day falls during a holiday, pay shall be delivered on the last day of school preceding that holiday. In addition, teachers shall have the option of receiving all remaining pay on the pay day on the Friday following the close of school in June, provided they notify the Personnel Office in writing, on or before May 15 of that year.

### **ARTICLE V**

#### ***Teaching Hours and Class Load***

#### **Section A—Duty Hours**

The teachers' workday shall not exceed seven (7) consecutive hours except where modified by other sections of this Contract. Teachers shall be required to be on duty in their classrooms or in an

area of professional preparation as designated by the building principal fifteen (15) minutes before their first regularly scheduled assignment and shall remain for fifteen (15) minutes after their last regularly scheduled assignment. The administration will make a reasonable effort to limit teacher-student contact prior to the start of the regular school day. Instructional duties begin at the official school starting times. This provision is intended to provide organizational time for the teacher and may also be used, if necessary, for teacher-student contact prior to the start of the regular school day. Teachers are encouraged to remain after the permitted time of departure to attend to professional obligations related to the educational program. Fridays and days preceding holidays are exempt from the preceding requirements, when teachers may leave following the teachers' last regularly scheduled assignment, unless assigned to duties on a voluntary basis. In the event no volunteers are available, administrators have the right to assign said duties.

Teachers will not be required to be on bus duty before or after school. However, teachers may volunteer to participate in bus duty.

"Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

#### **Section B—Teaching Load**

The normal weekly teaching load for classroom teachers shall not exceed twenty-five (25) teaching hours, including passing time. Vocational teachers may exceed the twenty-five (25) hours including passing time, but will be compensated according to Article XX, Section G. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists and shall not be required to grade students in any area taught by the specialist. If possible, elementary teachers will receive a prep period each day of the week.

Each elementary teacher will receive at least two hundred twenty-five (225) minutes preparation time distributed throughout the week. Secondary teachers shall have five (5) unassigned preparation periods per week, each preparation period shall be equal

to one (1) teaching period. The secondary school day shall consist of six (6) periods, one of which shall be a teacher preparation period. When teaching specialists are not present and a substitute is not hired, the teacher affected will have the options under Section C.

### **Section C—Teacher as a Substitute**

Teachers shall not be assigned as substitutes without compensation. If a teacher is assigned as a substitute, the teacher shall be paid at the rate of \$18.00 per hour or shall accrue compensatory time. The election of hourly rate or compensatory time shall be at the option of the teacher.

Compensation time shall be subject to the following conditions:

1. Shall not be granted before or after holidays or recess periods.
2. Shall be taken only on days when regular substitutes are available and must be requested and approved forty-eight (48) hours in advance but in no case may it be taken on parent conference days, teacher in-service days, record days, or examination days.
3. Shall be granted during the period of time that falls between two (2) weeks after school starts and two (2) weeks before school ends.

Compensatory time shall be earned at the rate of (1) day of compensatory time for every ten (10) classroom hours of substituting in the middle school and high school and one (1) day of compensatory time for every six hundred (600) minutes of substituting in the elementary schools.

Time accrued as described in the above paragraphs may be taken only in full days and on such future days that the building principal or immediate supervisor approves, per the above criteria.

Teachers shall be paid their accumulated compensatory time at the current hourly rate of compensation for substituting at the end of each school year.

**Section D—Lunch Periods**

All elementary teachers shall be entitled to a duty free, uninterrupted lunch period of not less than forty-five (45) minutes. All secondary teachers shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes.

**Section E—Sharing Recess Duties**

In order to provide a preparation period, a system of sharing recess duties will be established in each elementary school on a voluntary basis.

**Section F—Specialists' Preparation Periods**

All specialists, including but not limited to, teachers of music, art, physical education, and learning clinicians shall be provided with relief and preparation time, as near as possible, to the same extent as other teachers in the District.

**Section G—Instructional Preparation Periods**

Every reasonable effort will be made to limit instructional preparations to three (3) per quarter in secondary schools. This number can be exceeded by teachers volunteering or when scheduling conflicts cannot be resolved.

**Section H—Dual Preparation Period**

No instructional class shall involve more than one (1) teacher preparation unless voluntary or when an unavoidable situation exists and the Association shall be notified in each instance.

**Section I—Counselors' Lunch Period**

Counselors shall not be regularly assigned lunch duty or hall duty during the school lunch hours except in an emergency.

**Section J—Split Class (K-6)**

Any elementary teacher assigned a split class (K-6) shall be compensated at the rate set forth in Article XX, Section M of this



Agreement. A split class shall be defined as an assignment of an elementary classroom teacher (K-6, including the subjects of art, music, physical education, and media specialist) to more than one (1) grade level of students, in the same section, for reasons other than ability grouping or special education needs. Teachers may volunteer for split assignments in successive school years. However, if no teacher volunteers, principals will rotate such assignments as necessary.

**Section K—Elementary (K-6) Special Subject Area**

A special subject area for purposes of this provision shall be defined as including the subjects of art, music, physical education, and media specialist.

A special subject area teacher whose daily schedule includes more than seven (7) periods will be paid \$100 per period in excess of seven (7), up to a maximum of \$500 per year.

**ARTICLE VI**

***Special Student Program***

**Section A—Special Education Assistance**

The parties recognize that children having special physical, mental and emotional problems, and learning disabilities may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. The Board will make every effort to assist the teacher in this responsibility with respect to such pupils, once it is mutually determined outside help is necessary.

**Section B—Psychological Testing**

The parties, accordingly, will cooperate to increase the psychological testing program and school counseling program, and to correlate their activities with the regular classroom activities of the

teachers so as better to meet the needs of special students in the community.

**Section C—Student Files**

It is the mutual responsibility of the parties to this Agreement to keep a student personal file current with respect to physical, emotional and other special problems once such information is disclosed. This information should be communicated to the building administrator. It will then be communicated to the affected personnel by the building principal or designee.

**ARTICLE VII**  
***Teaching Conditions***

**Section A—Class Size**

The parties hereto recognize that the pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that the class size should be lowered whenever possible to meet the following standards:

| <u>Elementary</u> | <u>Standard</u> |
|-------------------|-----------------|
| Kindergarten      | 25              |
| 1st—2nd grade     | 25              |
| 3rd—6th grade     | 25              |

| <u>Secondary</u> |    |
|------------------|----|
| Academic         | 25 |
| Non-academic     | 35 |

| <u>Physical Education<br/>and Study Hall</u> |    |
|----------------------------------------------|----|
|                                              | 40 |

1. The maximum number of students assigned to an academic classroom shall be 33.
2. The maximum number of students assigned to a non-academic classroom shall be 39.

3. The maximum number of students assigned to a physical education class, study hall, or student council class shall be 44.
4. The maximum number of students assigned to a kindergarten class shall be 30.
5. The maximum number of students assigned to the elementary specials of art, music, and physical education shall be 33.

When the maximum number is reached, an agent of the Board, the teacher affected, and a representative of the Association shall meet to find means of alleviating any excessive class size. In no event will the class size exceed the number of learning stations.

#### **Section B—Educational Tools**

The Employer agrees at all times to keep the schools reasonably equipped and maintained. Accordingly, the Employer recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Employer undertakes to implement all joint recommendations thereon made by its representative and Association. The final determination shall be made by the Board.

#### **Section C—Teacher Reference Library**

The Employer shall provide a teacher reference library within each school in a location as designated by that school's staff and include therein materials which are selected by the teachers. The request shall be reasonable and approved by the principal.

#### **Section D—Duplicating Facilities**

The Employer agrees to make available to each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.

### **Section E—Classroom Needs**

The Employer shall provide:

1. A separate desk for each teacher in the District. Some lockable space shall be provided each teacher in the District.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
5. A complete and unabridged dictionary in every classroom or comparable resource text selected by the teacher.
6. Adequate storage space in every classroom (for instructional material) in future buildings or additions.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
8. One item of protective clothing such as a lab coat, a smock, or an apron shall be provided without charge to instructors in appropriate courses of instruction.

### **Section F—Faculty Facilities**

The Employer shall make available in each school adequate lunchroom, rest room and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. This lounge may be shared by other employees in the District. If teachers desire privacy, non-employees—parents, vendors, etc., will be discouraged from using lounge facilities.

### **Section G—Faculty Phones**

Private telephone facilities, in a location affording privacy, shall be made available to teachers for their reasonable use. All long distance calls shall be cleared through the office before being made.

All long distance calls not dealing with school business shall be paid for by the teacher.

**Section H—Parking Facilities**

The Employer shall provide paved, lighted, off-street parking facilities for school staff employees.

**Section I—Elementary Specialist Teachers**

Elementary specialist teachers, including but not limited to art, physical education, and music, shall receive the following considerations:

1. Teachers shall not be assigned class periods of less than thirty (30) minutes in length.
2. All traveling done by specialist between class periods shall count as teaching time.
3. Teachers may develop and recommend their teaching schedules to the building principal, with the final decision to be made by the building principal.
4. Students shall not be assigned to more than two (2) special classes consecutively except in unavoidable situations.
5. Each teacher shall be assigned to a home building for purposes of (a) compensation, (b) Association representation, (c) staff meetings.
6. The building principal may require a sign-in/sign-out sheet for all teachers, but the time of arrival or departure will not be required.

**Section J—Personal Property Loss or Damage**

During the term of this Agreement, a fund shall be established from which individual teachers may be reimbursed for approved claims for property loss due to theft, burning, or willful or malicious damage provided such damage or destruction occurs within the school building or designated teacher parking area, while the teacher is on duty and is connected with the execution of the teacher's assigned

responsibilities. Said loss or damage shall not be occasioned by the negligence of the affected teacher.

Personal property is defined as anything normally worn or carried into the building by the teacher, but shall not include cash or jewelry.

\$2,250 will be allocated per year to cover claims. If an unused balance is available at the end of any year, then previous claims which have been denied will be reconsidered.

Claims on individual items must have a replacement value of \$10.00 or more to be eligible for reimbursement.

Items of over \$200.00 in value other than clothing that a teacher may wish to bring into the building to be used in the teacher's assigned responsibilities must have building administrative approval to be eligible for reimbursement claims. Items brought into the building that are not described in this Article will not be eligible for reimbursement claims. The District shall not be obligated beyond a \$250 maximum designated to compensate the teacher for his insurance deductible.

Claims filed due to damage done to personal cars shall be compensated in the following manner:

Personal cars must be parked in parking areas designated as teacher parking lots to be eligible for coverage. Bargaining unit members must report to the building principal's office as soon as knowledge of said damage occurs. A police report shall be filed on the day of the incident and submitted to the Board for review. Compensation for auto claims shall be made at 100% of the individual's deductible fee for personal auto insurance coverage, capped at \$250.

All claims will be reviewed by a committee whose membership will include W. E. A. President and (2) designees, Director of Personnel, Director of Finance, and Director of Support Services. Claims made under a homeowner's insurance policy will not be eligible for reimbursement.



**Section K—T.O.T.E. Teachers**

T.O.T.E. teachers required in the course of their work to drive personal automobiles shall receive a car allowance of twenty-four cents (24¢) per mile. The home base for purposes of computing mileage shall be designated by the Employer. Also, the T.O.T.E. teachers will be paid mileage from home base to their first stop and from their last stop to home base, but do not have to report to home base unless directed by their supervisor.

**Section L—Band Director**

The teacher assigned to secondary band will also be required to assume the responsibility of Marching Band Director. In addition to the appropriate salary under Schedule A, the teacher will receive an additional \$3,000 for fulfilling the Marching Band Director's responsibilities.

**ARTICLE VIII*****Professional Qualifications*****Section A—Teacher Certification**

The Board recognizes as established criteria the policy of hiring new teachers who have no less than a Bachelors Degree from an accredited college or university and who possess or qualify for a provisional, permanent, or continuing certificate. Teachers who do not qualify under the laws of the State of Michigan and/or the administrative rules governing "Certification of Michigan Teachers" may be employed by the District if the teacher has outstanding credentials or in cases of absolute necessity.

Whenever possible, including during periods of lay-off, vocationally certified teachers shall be used in vocational programs in order to meet state vocational program requirements.

**Section B—Substitute Teachers**

No substitute teacher shall be employed by the Board who possesses less than a provisional, permanent, or continuing certificate, provided they are available. A substitute may remain until the regular teacher returns or is otherwise released by the building principal.

**Section C—Teaching Assignment**

Teachers shall not be assigned teaching duties outside the scope of their teaching certificate in their major or minor field of study, except temporarily or for good cause, and the Association shall be so notified in each instance.

**Section D—Additional Assignments**

Any assignment, in addition to the normal teaching schedule of the regular school year, including summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such an assignment will be given to tenured teachers regularly employed within the District if they possess the necessary qualifications for the assignment.

**Section E—Faculty Meetings**

Daily preparation for effective teaching, correcting examination papers or themes, attending faculty meetings and similar activities, require many hours of application outside the classroom and add to the professional responsibilities of the teacher. Attendance at staff meetings, conferences, and the like, will be limited to five (5) hours per month. There shall be no more than one (1) staff meeting during any week, the duration of which shall not exceed forty-five (45) minutes before the teachers' first regularly scheduled assignment or after the teachers' last regularly scheduled assignment. "Regularly scheduled assignment" shall mean teaching time and teacher preparation period.

Emergency meetings may be called with the agreement of the local Association building representative.

All staff meetings shall be on a regular schedule as jointly determined by the principal and the teaching staff. If no agreement can be jointly determined, only Tuesdays after the teachers' last regularly scheduled assignment may be reserved for staff meetings. An agenda shall be given to each teacher. Teachers shall be excused from staff meetings without loss of compensation for emergencies or upon approval of the building principal.

#### **Section F—Department Heads**

The School District may employ department heads who will coordinate programs and materials with their respective staffs as well as serving as a liaison between the members of the department and the school administration. However, the department head shall not be considered a managerial or administrative position. All teachers shall continue to have full access to principals or other administrators.

### **ARTICLE IX**

#### ***Promotions, Vacancies, Transfers and Assignments***

#### **Section A—Quality Education**

Since the quality of education is determined by the competency of the teaching staff, the Board is pledged to seek the most competent persons, utilizing all sources for whatever positions may exist.

#### **Section B—Promotion**

A promotion is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra duty services. The policy of the School District is to promote from within its staff whenever candidates from within the system meet the criteria established by the Board for the position.

### **Section C—Posting**

Whenever a vacancy in a professional position in the School District shall occur during the school year, the Board shall publicize the same by posting such vacancy on the school office bulletin board in every school building for at least fourteen (14) calendar days. The basic terms and conditions will be included in the posting. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall be posted for fourteen (14) calendar days. For vacancies occurring from the last day of school to the opening of the new term, the Board shall notify the Association of all openings by registered mail for the purpose of notification to all members.

All non-bargaining unit professional positions will be subject to this posting procedure; however, the appointments to these positions will not be subject to the grievance procedure.

### **Section D—Vacancy**

Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background, training, and seniority. The policy of the School District is to fill vacancies from within its staff whenever candidates from within the system meet the criteria established by the Board for the position. If said teacher is denied the position, the teacher shall be notified of the specific reasons, in writing, of said denial.

### **Section E—Change of Assignment**

Since the frequent change of assignment of teachers from one school to another during the school year is disruptive to the educational process and interferes with optimum teacher performance, the parties hereto agree that there will be no unrequested change of assignment of teachers unless an emergency situation exists.

### **Section F—Teacher Requested Change of Assignment**

Prior to March 15 of each year, teachers may request a change of assignment from one school, grade, or subject area to another for the ensuing school year commencing the following September. All requests for a change in assignment must be in writing and received by the Personnel Office no later than March 15. Teachers shall be notified of such vacancies by the Personnel Office by means of posting.

### **Section G—Teaching and Building Assignment**

All teachers shall be given written notice of their teaching and building assignment for the forthcoming year and no later than the last day of school as set forth in the school calendar. The Board has the right to change the teaching and/or building assignment of a teacher between the end of the school year and September 1. If the affected teacher objects, then said change will be considered an involuntary change of assignment and shall be subjected to the following provisions as listed below:

1. Will receive top priority for any vacancy for which the teacher is certified or qualified, the year from the involuntary change of assignment.
2. The teacher may resign without reprisal.

No change of assignments shall be made after September 1 unless voluntary on the part of the affected teacher or unless an emergency situation exists.

### **Section H—Transfers and Reassignments**

Inter-building transfers and intra-building reassignments shall be made on a voluntary basis whenever possible.

### **Section I—Transfer Request**

When all qualified teachers are recalled from "layoff" and "leave" and vacancies shall exist, those teachers who have on file a written request for transfer prior to March 15 of the current year will be given an opportunity to transfer to the existing vacancies.

**Section J—Involuntary Transfer**

No teacher shall be involuntarily transferred without just cause.

**Section K—Closed Building**

In case of closing of facilities, those teachers in the closed building shall receive top priority for reassignment, in accordance with their valid certificate, licenses, and District seniority.

**ARTICLE X**

***Illness or Disability***

**Section A—Sick Leave**

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance to be used for absence caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year, without limitations. Teachers who leave during the school year, who have used up all of their sick leave days, shall have deducted from their last check one (1) sick day per month for each month remaining in the school year.

If a teacher is absent five (5) consecutive days, a doctor's statement concerning the illness may be required by the Personnel Office.

**Section B—Sick Leave Bank**

At the beginning of the school year, the Employer shall provide a sick leave bank equal to three (3) days per teacher employed in the District to be administered by the Association. Teachers who have exhausted their accumulative personal sick leave allowance may make reasonable withdrawals from the common bank as determined by the Sick Bank Policy of the Association enclosed in the Appendix of this Contract. Unused days remaining in the sick leave bank at the end of the school year shall not accumulate to the following year.

**Section C—Medical Leave of Absence**

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence, without pay, for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request by the teacher. The Employer reserves the right to request satisfactory medical evidence of recovery upon return.

**Section D—Workers' Compensation**

Absence due to injury or illness in the course of the teacher's employment shall not be charged against the teacher's sick leave days provided that the Employer shall pay to such teacher the difference between the teacher's salary and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence.

**Section E—Sick Days Accumulated**

All sick days accumulated by teachers of the former Maple Grove, Carson, and Brownstown #10 School Districts shall be honored by the Board.

**Section F—Reporting Absence**

When a teacher calls to report an absence, the teacher shall call the switchboard and state:

1. Reason for absence—sick, personal leave, etc.
2. Length of absence anticipated.

After an extended absence (two or more days of absence), it is understood that the teacher will call the switchboard to verify the teacher's return the day before returning.

**Section G—Terminal Pay (Retirement)**

Terminal pay at retirement will be granted employees who have been employed in the School District a minimum of five (5) years. Such compensation will be paid at one-half (1/2) the B.A. step 1 per

diem rate in the retirement year for accumulated sick leave days. The total terminal pay shall be limited to a maximum of eighty (80) days.

**Section H—Terminal Pay (Termination)**

Terminal pay shall be granted employees who leave prior to retirement. Such compensation will be paid at one-half (1/2) the B.A. step 1 per diem rate in the year of termination for accumulated sick leave days. The total terminal pay shall be limited to a maximum of forty (40) days. Any teacher resigning from the School District other than during the time provided for under the Teachers Tenure Act shall forfeit the above benefits unless otherwise approved by the Employer. No employee shall receive terminal pay who is discharged for just cause.

**ARTICLE XI**

***Professional and Personal Business Days***

**Section A—Personal Business Leave**

Each teacher shall be credited with three (3) days per school year without loss of pay to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulative. Personal business days that remain at the end of each school year will be added to the individual's sick leave allowance. The teacher shall not be required to give reasons for requesting this type of leave; the integrity, honesty, and responsibility of the teachers in general shall be considered in granting this type of leave. The teacher must notify the principal as far in advance of such business day as possible. Upon application and approval of the Superintendent or designee, up to two (2) additional personal business days may be granted, provided they can be deducted from that person's unused sick leave allowance.



It is expressly understood that personal business leave days should not be used for personal pleasure. The teacher may be asked by the building principal and/or Superintendent to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

#### **Section B—Jury Duty**

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The teacher shall receive regular salary for days spent in performance of such obligation, then will reimburse the School District in the exact amount of the jury duty compensation. Time spent in performing such obligation shall not be subtracted from any leave days granted.

#### **Section C—Funeral Leave**

Due to a death in a teacher's or spouse's immediate family, the teacher shall be granted up to five (5) days with pay (not chargeable to any leave otherwise granted) at any one time. The term "immediate family" as used in this Section shall mean spouse, parents, grandparents, children, brothers, or sisters. Upon application and approval of the Superintendent, up to five (5) additional days may be granted for nieces, nephews, uncles, and aunts.

### **ARTICLE XII** ***Sabbatical Leave***

Teachers who have been employed in the District for a minimum of seven (7) years may be granted by the Board a sabbatical leave and shall be paid one-half (1/2) the teacher's normal salary for that year, subject to the following:

1. The application for sabbatical leave must be accompanied by a detailed explanation of why the leave is being requested along with the proposed advantages to the individual and to the District.
2. The Board of Education can reasonably request progress reports during the term of the leave.
3. If the teacher on leave decides not to return to the Woodhaven Schools, notice shall be given no later than March 15 of the year in which the leave terminates.
4. The teacher being granted the leave will execute and sign a promissory note equal to the sum paid while on leave by the District and payable to the District should the teacher not return. Release from said promissory note shall be contingent upon completion of three (3) years of teaching service in the Woodhaven School District. Failure to complete the three (3) required years of service, including retirement and/or termination of employment, will result in remuneration made to the District on a prorated basis for service that was not given. Arrangements for repayment to the District shall be made between the teacher affected and the Director of Personnel.
5. A teacher on sabbatical leave for one (1) year will, upon return, be placed in the same or an equivalent position as the one held prior to the leave and shall be placed on the same step on the salary schedule as the employee would have been on had the employee taught in the District for the period of the leave.
6. The number of leaves covered in this Article will be equal to the number of years duration of this Contract. If there is a year where there are no sabbatical leave requests, then the total number of sabbatical leaves will be reduced by one (1).
7. Notification for request for sabbatical leave must be presented in writing to the Board of Education no later than April 1 of each year.

8. Request for leave will be evaluated by a committee comprised of a member from the Board of Education, the administration, and the Woodhaven Education Association.

### **ARTICLE XIII** ***Unpaid Leaves of Absence***

#### **Section A—Leave of Absence**

A leave of absence of up to two (2) years shall be granted to any teacher, upon application and approval of the Board, for the purpose of participation in exchange teaching programs in other states, territories or countries, foreign or military teaching programs, the Peace Corps, Teachers Corps, or Job Corps as a full-time participant in such programs provided said teacher states in writing an intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the District.

#### **Section B—Military Leave of Absence**

A military leave of absence shall be granted to any teacher who shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed on the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period, but in no event shall this exceed four (4) years or one (1) term, whichever is greater.

#### **Section C—Association Leave of Absence**

A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Union, the Association, or its staff. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the District.

**Section D—Public Office Leave of Absence**

A leave of absence—not to exceed four (4) years—shall be granted to any teacher upon application and approval of the Board for the purpose of campaigning for, or serving in, public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher had upon leaving the District.

**Section E—Maternity and Child Care Leaves of Absence**

A leave of one (1) year plus any unfinished school year shall be granted to a teacher upon written request and upon proper certification of pregnancy by the employee's physician or after the birth of a child.

The leave will commence at a time solely determined by the employee in consultation with a physician, provided that such date shall be at least thirty (30) days following the written request. Such request will indicate the termination date of the leave. In cases of emergency, the thirty (30) day notice may be waived. No teacher shall be required to teach beyond the fourth month of pregnancy.

During said leave, the teacher shall maintain tenure, insurance benefits on a self-pay basis, accumulated allowable leave days, and all other rights provided in the professional agreement.

Reinstatement to former teaching position, if possible, or a position of like nature shall be granted prior to the termination or at termination of said leave, provided the employee, in consultation with a physician, deems it advisable to return to service and provided further said teacher gives sixty (60) days notice to return prior to the start of the next full term, quarter, or marking period. If a teacher chooses not to return at the termination date of the leave but requests an extension of said leave, if approved by the Board, the teacher shall retain the right to be restored to the teacher's former position, if possible, or to a position of like nature. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with prior teaching experience.

A teacher in the process of adopting a child may receive a similar leave.

This leave may be extended for additional years for child care upon written application by the teacher with the approval of the Board.

**Section F—Other Leaves of Absence**

Leaves of absence without pay for reasons other than sickness, accident, or military will, upon proper application and approval by the Board, be granted up to a period of two (2) years to teachers who have two (2) or more years of service. Teachers who are reemployed after such leave shall retain the yearly status on the salary schedule they had at the time of the leave.

**Section G—Extension of Leaves of Absence**

When a leave is granted at less than the optimum length allowed by definition in the previous sections of this Article, then request for extension will be granted.

**Section H—Return from Leaves of Absence**

All teachers on an unpaid leave of absence must give written notice to the Director of Personnel by March 15 of the year the leave expires of the teacher's intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the Board, lead to dismissal proceedings in accordance with the Tenure Act.

**ARTICLE XIV**  
***Academic Freedom***

**Section A—Individual Freedom**

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is

free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

**Section B—Academic Freedom**

Academic Freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human behavior, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.

**Section C—Individual Expression**

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

**ARTICLE XV**

**Teacher Evaluation**

**Section A—Written Evaluations**

The performance of all teachers shall be evaluated in writing. Probationary teachers shall be formally observed and evaluated at least three (3) times during the school year. Such observations shall occur on or before October 15, on or before January 15, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two (2) years.

**Section B—Formal Observations**

Formal observations and evaluation shall be conducted by the teacher's building principal, assistant principal or other full-time administrator assigned by the Superintendent or Assistant Superintendent. K-12 Curriculum Coordinators and K-12 media

specialists will not formally or informally evaluate teachers; however, K-12 media specialists may formally evaluate all grade level media personnel. Said evaluator shall be identified to the teacher within the first few weeks of the teacher's assignment to the teacher's building at a meeting. Further, the teacher, along with being advised as to whom the evaluator will be, shall be oriented to the evaluator's procedures, criteria, standards, instruments, and when the teacher will be evaluated within said few weeks. One week's notice shall be given prior to all formal evaluations.

#### **Section C—Observation Length**

Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. Monitoring or observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher.

#### **Section D—Personal Interview**

Four (4) copies of the written evaluation shall be submitted to the teacher in a personal interview within (15) days thereafter of such formal observation. During such personal interview:

1. All copies shall be signed by the administrator and the teacher. A teacher's signature does not necessarily mean agreement.
2. One (1) copy is to be retained by the administrator, one (1) copy is to be retained by the teacher, one (1) copy is to be retained by the Personnel Office, and one (1) copy is given to the Association by the Administration.

#### **Section E—Rebuttal**

If the teacher feels the evaluation was incomplete or unjust and cannot resolve the difference during the personal interview, the teacher shall, within ten (10) school days, submit objections in writing and have them attached to the evaluation report. A copy of said objections, attached to a copy of the evaluation, shall be submitted to the Superintendent or Assistant Superintendent. All evaluations

shall be based on valid criteria for evaluating professional growth as jointly determined by the Board and the Association. All evaluations, with objections attached, if any, shall be placed in the teacher's personnel file.

#### **Section F—Termination of Employment**

Before a teacher may be recommended for termination of employment, the Administration must document proof of help and guidance given to the teacher to correct any deficiency. In the event a probationary teacher is not continued in employment, the Board shall advise the teacher of the reasons.

#### **Section G—Personnel Files**

Each teacher shall have the right, upon request, to review the contents of the teacher's own personnel file in the presence of an administrator or designated representative. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Under no circumstances shall materials be removed from this file.

#### **Section H—Evaluation Basis**

No teacher evaluation shall be based solely on student test scores.

### **ARTICLE XVI**

#### ***Professional Behavior***

#### **Section A—Rules and Regulations**

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of the Agreement, provided that a teacher may reasonably refuse to carry out an order which violates accepted professional standards.



### **Section B—Criteria**

The Board recognizes that the Code of Ethics of the educational profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept the responsibility to deal with the ethical problems in accordance with the terms of such Code of Ethics of the education profession.

### **Section C—Professional Performance**

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or professional behavior shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

### **Section D—Representation**

A teacher shall be entitled to have present a representative of the Union when being reprimanded, warned, or disciplined for any infraction of the rules or delinquency in professional performance. When a request for such representative is made, no action shall be taken with the respect to the teacher until such representative of the Union is present.

### **Section E—Disciplinary Action**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The evaluation of a teacher which results in less than a satisfactory work rating may constitute the foundation for just cause. The Board agrees that the evaluations will continue to be conducted on an individual basis in a professional, business-like manner. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of a teacher's performance

by the Board or representative thereof, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Union.

A tenured teacher may elect to pursue remedy under the Tenure Act or through the grievance procedure set forth in Article XXIV. It is expressly understood a tenured teacher may not elect to pursue a remedy under both the Act and Article XXIV.

## **ARTICLE XVII**

### ***Professional Improvement***

#### **Section A—Continued Training**

The parties support the principle of continuing training of teachers, participation by teachers and professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.

#### **Section B—Professional Conferences**

Upon application by the teacher to the building principal and approval of the Board or upon the Board's initiative, funds will be made available to teachers who desire to attend select professional conferences, visitations to view other instructional techniques or programs, and Michigan Department of Educational Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of substitute teachers needed to relieve the participant attending such conferences without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences as well as verification of actual expenses.

#### **Section C—Workshops**

Upon application by the Association and approval of the Board, funds may be made available for the purpose of making arrangements

for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

**Section D—Conference Reimbursement**

Any teacher who is required by the Board of Education to engage in any after school courses, workshops, conferences and programs designed to improve the quality of instruction shall be reimbursed the cost of the tuition by the Board.

**ARTICLE XVIII**  
*Continuity of Operations*

**Section A—Uninterrupted Operation**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Woodhaven School District as defined by the Public Employees Relations Act.

**Section B—Unfair Labor Practice**

The Employer and the Association agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, as amended.

**Section C—Act of God**

When an act of God or a Superintendent's directive forces the closing of a school or schools within the District, teachers shall be excused from reporting for duty.

In the event a school is closed for more than one (1) day due to mechanical failure, fire, vandalism or calamity, management has the right to reschedule building assignments of the affected teachers and students so as to continue the educational process of students the next school day. In no event will the staff be rescheduled without students.

**Section D—State Aid Act Section 101**

The first two (2) scheduled days of student instruction which are not held because of conditions not within control of school authorities such as inclement weather or health conditions as defined by city, county or state health authorities shall not be rescheduled by the School District. Additional days beyond two (2) days shall be rescheduled. Rescheduled days shall be made up with no additional compensation.

**Section E—Revocation**

Should Section 101 of the State Aid Act or Department of Education Rules regarding the makeup of lost instruction days be revoked or modified, then Section D of this Article shall be considered null and void and subject to renegotiation.

**ARTICLE XIX**  
*School Calendar*

**Section A—1991-92**

|                |                                              |
|----------------|----------------------------------------------|
| September 3    | Teachers' First Day                          |
| September 4    | Students' First Day (1/2 day K-8)            |
| November 11    | Fall Conference Day (2:00 p.m. to 9:00 p.m.) |
| November 28-29 | Thanksgiving Recess                          |

|             |                                         |
|-------------|-----------------------------------------|
| December 2  | Classes Resume                          |
| December 20 | Christmas Recess Begins (at end of day) |
| January 6   | Classes Resume                          |
| April 13    | Spring Conference Day (2 p.m. - 9 p.m.) |
| April 16    | Spring Recess Begins (at end of day)    |
| April 27    | Classes Resume                          |
| May 25      | Memorial Day Recess                     |
| June 12     | Students' Last Day (1/2 day K-8)        |
| June 15     | Teachers' Record Day                    |

*171 Teacher Days, Beginning September 3 \**

*167 Student Days, Beginning September 4 \**

\* September 10, 1991, September 24, 1991 through October 11, 1991, was scheduled by the Board of Education; however, school did not meet in session.

**Section B—1992-93**

|                |                                                                                           |
|----------------|-------------------------------------------------------------------------------------------|
| September 8    | Teachers' First Day                                                                       |
| September 9    | Students' First Day (1/2 day K-8)                                                         |
| November 11-12 | Fall Conference Days (5:00 p.m. to 8:00 p.m.)<br><i>Regular School Day for Students</i>   |
| November 13    | No School                                                                                 |
| November 26-27 | Thanksgiving Recess                                                                       |
| November 30    | Classes Resume                                                                            |
| December 18    | Christmas Recess Begins (at end of day)                                                   |
| January 4      | Classes Resume                                                                            |
| February 15    | School Improvement Inservice Day                                                          |
| March 17-18    | Spring Conference Days (5:00 p.m. to 8:00 p.m.)<br><i>Regular School Day for Students</i> |
| March 19       | No School                                                                                 |
| April 8        | Spring Recess Begins (at end of day)                                                      |
| April 19       | Classes Resume                                                                            |

May 31 Memorial Day Recess  
June 17 Students' Last Day (1/2 day K-8)  
June 18 Teachers' Record Day

184 Teacher Days, Beginning September 8  
180 Student Days, Beginning September 9

**Section C—1993-94**

September 7 Teachers' First Day  
September 8 Students' First Day (1/2 day K-8)  
November 10-11 Fall Conference Days (5:00 p.m. to 8:00 p.m.)  
*Regular School Day for Students*  
November 12 No School  
November 25-26 Thanksgiving Recess  
November 29 Classes Resume  
December 17 Christmas Recess Begins (at end of day)  
January 3 Classes Resume  
February 14 Presidents'-Martin Luther King Day  
March 16-17 Spring Conference Days (5:00 p.m. to 8:00 p.m.)  
*Regular School Day for Students*  
March 18 No School  
March 31 Spring Recess Begins (at end of day)  
April 11 Classes Resume  
May 30 Memorial Day Recess  
June 16 Students' Last Day (1/2 day K-8)  
June 17 Teachers' Record Day

184 Teacher Days, Beginning September 7  
180 Student Days, Beginning September 8

**Section D—1994-95**

September 6 Teachers' First Day  
September 7 Students' First Day (1/2 day K-8)  
November 9-10 Fall Conference Days (5:00 p.m. to 8:00 p.m.)  
*Regular School Day for Students*

|                |                                                                                           |
|----------------|-------------------------------------------------------------------------------------------|
| November 11    | No School                                                                                 |
| November 24-25 | Thanksgiving Recess                                                                       |
| November 28    | Classes Resume                                                                            |
| December 23    | Christmas Recess Begins (at end of day)                                                   |
| January 9      | Classes Resume                                                                            |
| February 13    | Presidents'-Martin Luther King Day                                                        |
| March 15-16    | Spring Conference Days (5:00 p.m. to 8:00 p.m.)<br><i>Regular School Day for Students</i> |
| March 17       | No School                                                                                 |
| April 13       | Spring Recess Begins (at end of day)                                                      |
| April 24       | Classes Resume                                                                            |
| May 29         | Memorial Day Recess                                                                       |
| June 15        | Students' Last Day (1/2 day K-8)                                                          |
| June 16        | Teachers' Record Day                                                                      |

184 Teacher Days, Beginning September 6  
180 Student Days, Beginning September 7

**Section E—Student Attendance Days**

These calendars shall reflect a school year of one hundred eighty (180) student attendance days, two (2) parent/teacher conference days, the first and last days for teachers, and days for makeup as per Article XVIII, Section D.

**Section F—First/Last Student Attendance Day**

The first and last student attendance day for grades K-8 shall be only one-half (1/2) day of student attendance. The first student attendance day for the High School shall be a full day of student attendance.

**Section G—Exam Days**

The last three (3) days of each semester shall be scheduled as exam days for the High School. These exam days shall consist of two (2) consecutive two (2) hour exam blocks per day. The remainder of

the teacher day shall be designated as teacher preparation for the purpose of grading exams.

**ARTICLE XX**  
***Professional Compensation***

**Section A—Basic Salaries**

The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated term of this contract.

**Section B—School Nurse**

The school nurse shall be compensated at the teachers' hourly rate at Step 1 of the BA scale; also, an insurance package of \$83.33 per month in options and/or tax sheltered annuities. The school nurse shall receive three (3) sick days per year.

**Section C—Outside Teaching Experience**

All teachers, newly employed, may be given credit as determined by the Superintendent on the agreed salary schedule set forth in Schedule A for full years of outside teaching experience in any school district.

**Section D—Car Allowance**

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty-four cents (24¢) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.

**Section E—Call in Times**

The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone



number they may call to report unavailability for work. It is recommended that Secondary teachers shall call by 6:30 a.m. and elementary teachers call by 7:30 a.m.

**Section F—Extracurricular Activities**

For extracurricular activities, see Schedule B.

**Section G—Vocationally Certified Personnel**

Vocationally certified personnel teaching above the twenty-five (25) hour limitation shall be compensated at the employee's hourly wage rate (60 minutes or prorated on any part thereof).

**Section H—Vocationally Certified, Experience Step**

Vocationally certified personnel who hold a valid vocational certificate shall be advanced one (1) experience step on the salary schedule provided that such teacher is teaching in the vocational certified area. This step shall be paid annually, unless said teacher requests and receives approval for a change in assignment outside their vocational certified area. New teachers initially hired by the Board will be compensated in the pre-employment negotiations.

**Section I—Extra Days Worked**

Teachers requested to work prior to or after the normal school year in the capacity of their regular teaching assignment will be compensated at their per diem rate. Teachers who are requested to work prior to or after the normal school year in areas of workshop or in-service activities will be compensated at one-half (1/2) the B. A. step 1 per diem rate for each day.

**Section J—Schedule B Pay Periods**

Payment of all expenses submitted to the Business Office shall be paid within two (2) pay periods of the date submitted. These shall include approved trips, mileage, etc. Schedule B hourly rates will be paid according to regular pay periods.

Fall sports shall be paid the first pay of December. Winter sports shall be paid the first pay of April. Spring sports shall be paid the first pay of June. All other Schedule B activities shall be paid the first pay of June.

**Section K—Substitute Principal**

In the event an individual substitutes over one-half (1/2) day for a principal, compensation will be ten percent (10%) per diem in addition to regular earnings.

**Section L—T. B. Test**

The Board will provide, at no cost to the teacher, a T. B. test for each member in accordance with the current Board policy.

**Section M—Split Class Compensation**

Elementary teachers (grades K-6) will be compensated at the rate of \$1,500 per split class assignment as defined in Article V, Section J. A prorated amount of \$.028 times the number of minutes of split special class instruction per week times thirty-six (36) weeks shall be given the subjects of art, music, physical education, and media specialist.

**ARTICLE XXI**

***Insurance Protection***

**Section A—Health Insurance**

Pursuant to the authority set forth in Section 340.617 of the School Code of 1955, as amended, the Board of Education agrees to furnish all teachers and eligible dependents Blue Cross/Blue-Shield Four Point Plus health insurance, including organ transplant rider, for a full twelve (12) month period.

The Conversion from MESSA Super Med to Blue Cross/Blue Shield Four Point Plus health care will transpire not later than December 1, 1988. The plan specifications for the Four Point Plus

plan shall be those specifications outlined by Blue Cross/Blue Shield on September 1, 1988.

No changes in plans, plan specifications, insurance underwriters, or insurance administrators will be made absent mutual agreement between the parties. Pre-existing conditions shall be covered in the transition from Super Med 2 to the Blue Cross/Blue Shield Four Point Plus plan.

The Board and Administration agree not to seek information concerning a teacher's medical records or the specifics of claims history from Blue Cross/Blue Shield.

#### **Section B—Life Insurance**

The Board shall provide term life insurance protection in the amount of \$35,000 that will be paid to the teacher's designated beneficiary for the remainder of the contract. In the event of accidental death, the insurance will pay double the specified amount.

#### **Section C—Insurance Option**

\$83.33 per month will be provided to teachers not electing health insurance toward the purchase of available options and/or tax sheltered annuities. Should the employee not complete the school year, the employee shall receive the option payment on a monthly, prorated basis.

#### **Section D—Dental Insurance**

The Board shall provide the MESSA dental care program 85/80/60 with orthodontic rider 0-4 including internal and external coordination of benefits for all teachers and their eligible dependents for the remainder of the contract.

#### **Section E—Vision Insurance**

The Board shall provide MESSA subscriber only Vision Care Plan II for all teachers.

**ARTICLE XXII**  
***Student Discipline and Teacher Protection***

**Section A—Teacher Assistance**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, appropriate referral procedures shall be used to determine the scope of the problem and its remedy. Once it is determined that outside help is required, the Board will exhaust all reasonable avenues in assisting the teacher in the classroom with the instruction of the student and/or the placement of the student in a special program if necessary.

**Section B—Student Discipline**

It is recognized that discipline problems are less likely to occur in classes which are well-taught and where high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. Teachers may use such force as is necessary to protect themselves from attack or to prevent injury to another student.

**Section C—Student Exclusion**

Only in the most severe instances of misbehavior may a teacher exclude a pupil from the class; where the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will notify the principal of the problem, in writing, with full particulars of the incident.

#### **Section D—Student Suspension**

Suspension of students from school may be imposed only by a principal or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and parents when warranted. Transfer of the student to another willing teacher or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute an intolerable behavior problem, relief shall be sought through the joint efforts of the Board and the Association.

#### **Section E—Classroom Discipline**

Each teacher shall be responsible for the teacher's own classroom discipline and only the more serious problems will come to the attention of the principal. The principal will take the position of backing the teacher to the limit where the circumstances show the pupil in error. Any treatment of a disciplinary case which fails to improve the individual should be considered unsatisfactory. Good discipline should be considered a product of good teaching, rather than an end which required the primary energy of the teacher. Each teacher must assume responsibility for student conduct in the building and on the school grounds, as well as in the classroom.

The general procedure of taking care of students that the teacher feels should be sent from the class is as follows:

Whenever it is necessary to dismiss a student from class, the teacher will send a note with the student giving reasons for dismissal and confer with the principal before leaving the building or as soon as possible. Any further disciplinary action will be determined after teacher-principal conference.

#### **Section F—Parental Contacts**

All parent contacts made by teachers that have anything to do with school should be cleared through the principal. If notes are written to parents, a duplicate should be made and retained by the

principal. This procedure is strongly recommended in the interests of the teacher and the School District.

**Section G—*In Loco Parentis***

It is recognized under the state law that the teacher acts in *loco parentis* and therefore may legally maintain the same control of a student in school as a parent at home.

**Section H—Teacher Assault**

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 the teacher's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

**Section I—Legal Counsel**

If any teacher is complained against or sued as a result of any action taken by the teacher while in the scope of the teacher's employment, the Board will render all necessary assistance to the teacher in the teacher's defense. This may be construed to include the services of legal counsel.

**Section J—Teacher Lost Time**

Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

**Section K—Parent Complaint**

No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

### **Section L—Teacher Reprimand**

No teacher shall be reprimanded in the presence of a student, parent, or in a situation where they could possibly overhear.

### **ARTICLE XXIII** ***Curriculum Study Council***

The Board and the Association recognize the value of cooperative effort involving the Administration and the teaching staff in the areas of curriculum implementation and improvement. It is, therefore, essential that a Curriculum Study Council be established.

1. The Curriculum Study Council shall be composed of two (2) teachers from each elementary school, three (3) middle school teachers, and three (3) senior high teachers selected by the Association. The Administrative staff shall be represented by two (2) K-12 curriculum coordinators.
2. The Assistant Superintendent in charge of Curriculum shall serve as chairperson and liaison between the Association and the Superintendent.
3. The Curriculum Study Council, functioning as an advisory and consultative body, shall review, study, research programs and make recommendations in writing to the Superintendent in curriculum areas that are beneficial to the School District. If changes are made, said proposals shall be returned to the Council for further study and approval before presentation to the Board by the Superintendent.
4. The Board and the Association agree that the Curriculum Study Council serves in an advisory and consultative capacity and that the failure of the Board to place recommendations into effect shall not constitute a basis for a grievance. However, the Board or its designee shall respond in writing, giving reasons for their decision.

5. The Curriculum Study Council shall determine long and short range goals at the second regular meeting.
6. The duties of the Council are as follows:
  - a. They shall attend all meetings.
  - b. They shall discuss, investigate, evaluate, and make suggestions to the Superintendent pertinent to problems regarding curriculum, teaching material, and teaching methods and procedures.
  - c. They shall review and evaluate any recommendations which the Administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
  - d. This committee shall consider all proposals from any source pertaining to the improvement of the educational programs carried on or proposed to be carried on in the public schools.
  - e. The School Board recognizes that the professional staff shall have a responsible voice in textbook selection. The adoption, continuation, or discontinuation of textbooks shall be a matter of review and consideration by the Curriculum Study Council.
  - f. The committee will issue an annual report to the Superintendent and a copy to the Association concerning their activities, and said report will include the minutes of each meeting, and a prospectus of the work of future committees. This report will be made no later than June 1 of each year.

#### **ARTICLE XXIV**

##### ***Professional Grievance Procedure***

##### **Section A—Definition of Grievance**

A claim is made by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of the



Agreement, or any rule, order, or regulation of the Board and processed as a grievance as hereinafter provided.

### **Section B—Grievance Procedure**

**Level I** In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal and/or immediate supervisor either personally or accompanied by a Union representative within five (5) school days from the occurrence or knowledge of occurrence.

**Level II** If, as a result of the informal discussion with the building principal, a grievance still exists within ten (10) school days the teacher may invoke the formal grievance procedure using the proper form, signed by the grievant and a representative of the Association, which form shall be available from the Union representative in each building. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or designee.

Within five (5) school days of receipt of the grievance, the principal and/or immediate supervisor shall meet with the Union in an effort to resolve the grievance. The principal and/or immediate supervisor shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

**Level III** If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) school days, the Superintendent or designee shall meet with the Union on the grievance and shall indicate the disposition of this in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

**Level IV** If the Union is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, which shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with

the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, a disposition in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Union.

Neither party shall present new facts as evidence at Level IV which have not been disclosed at Levels I, II, or III except facts not discovered at Levels I, II, or III. Every effort will be made to disclose to the other party new facts discovered after Level III prior to presentation to the Board.

**Level V** If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within sixty (60) calendar days of such response, or lack thereof. If the parties cannot agree as to the arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not 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, to add, or to subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties to the grievance.

#### **Section C—Appropriate Step**

If a grievance arises from the action of authority higher than the principal or immediate supervisor of a school, it may be initiated at the appropriate step of this procedure.

#### **Section D—Teacher Discharge**

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost or such other

relief as the arbitrator may determine. If the teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the employee.

**Section E—Time Limit Extension**

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

**Section F—Association Responsibility**

If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, if an individual teacher proceeds as above, no grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Union.

**ARTICLE XXV**

***Negotiations Procedures***

**Section A—New Matters**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is

in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters. New matters not previously negotiated may be negotiated by mutual consent of both parties to the Agreement.

**Section B—Agenda**

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

**ARTICLE XXVI**

***Miscellaneous Provisions***

**Section A—Individual Contracts**

Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement or written memorandum of understanding. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or any subsequent Agreement to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

**Section B—Board Policies**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**Section C—Invalid Sections**

If any provision of this Agreement between the parties hereto shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**Section D—Agreement Reproduction**

Copies of this Agreement titled "Professional Agreement between the Woodhaven School District and Woodhaven Education Association MEA/NEA" shall be typed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.

**Section E—Signed Copies of Agreement**

After ratification by both parties, their representatives shall sign the ratified Agreement within ten (10) days of reaching a tentative agreement. There shall be twelve (12) signed copies for the purpose of the record: three (3) copies for the Board, three (3) copies for the Superintendent, three (3) copies for the Union, and three (3) copies for the Association.

**ARTICLE XXVII*****Staff Reduction*****Section A—Reduction**

In the event that a professional staff reduction becomes necessary due to lack of finances, program reduction, or a decrease in student enrollment, the Employer may initiate staff reductions or layoffs.

No reduction of staff shall take place until all reasonable avenues of placement of teachers have been explored by the Board.

**Section B—Seniority Date**

Seniority date shall be either the date of Board approval of the teacher's initial contract with the District or the date of the first day worked, whichever comes first. A District-wide seniority list shall be established by the Board and presented to the Association. This list shall be updated periodically as Board action indicates losses or additions to the staff with a copy available to the Association upon request. Teachers on unpaid leaves after August 31, 1983, will not accrue seniority. Seniority will be granted for medical leaves of up to one (1) year.

**Section C—Super Seniority**

The Association President and the Union Chief Negotiator shall not be subject to layoff. The names of these two (2) individuals shall be presented to the Board prior to April 1 of each year.

**Section D—List Staff Needs**

Prior to layoff, the Board shall develop a list of necessary staff needs based upon the proposed educational program for the forthcoming school year and match currently employed teachers to those positions according to the following procedures:

1. Probationary teachers with the least seniority will be laid off first, provided the remaining teachers are certified to assume the duties necessary to the programs (excluding extracurricular activities).
2. Tenure teachers with the least seniority will be laid off next, provided the remaining teachers are certified to assume the duties necessary to the programs (excluding extracurricular activities). In order to implement such reassignment and transfers shall be made to cause higher senior persons to be retained and the least senior persons to be laid off. Reassignments and transfers shall be by seniority with the least senior member being moved first. Such moves between bargaining unit positions shall not be

considered a deprivation of professional advantage. Such moves shall not be made after September 1.

3. The remaining teachers will then be assigned to their previous positions, if possible. High school teachers will be assigned within their major and minor fields of certification.
4. North Central certification standards must be met by teachers assigned to the high school. If they do not have the number of hours required by NCA standards, they must meet such standards within two (2) years, taking a minimum of four (4) semester hours per year until the requirement is met or, if less than four (4) hours are required, such hours that are needed to complete the requirements. The Board shall reimburse the cost of tuition to the teachers for the first four (4) hours per year for such course work needed in order to complete this requirement. Reimbursement shall be made upon submission of an official transcript with evidence of a passing grade.

#### **Section E—Layoff**

In the event of a teacher reduction or layoff becomes necessary, the Employer shall give the Union and affected teachers written notice of impending layoff in compliance with the Michigan Teacher Tenure Act or at least sixty (60) days prior to the end of the school year.

An employee may be laid off at the end of a quarter or marking period to accommodate the return of a teacher from maternity or child care leave, provided the Employer notifies the Union and affected employee in writing at least sixty (60) days prior to such layoff.

#### **Section F—Recall**

Qualifications for recall shall be based on a valid state teaching certificate(s). Recall shall begin as soon as possible in the reverse

order of layoff as determined by the seniority list and valid certification.

#### **Section G—Teacher Refusal**

Refusal of a laid off teacher to accept a position for which the employee is qualified and certified will result in termination of services.

#### **Section H—Benefits**

Benefits for released teachers:

1. A teacher released because of staff reduction will be compensated for all of the employee's sick leave days, if so desired, at the employee's current per diem rate. A maximum of twenty (20) days will be paid for a teacher not recalled by September 1.
2. A teacher who has been released because of staff reduction shall, if the employee so desires, have priority on the substitute list, according to seniority.
3. Provisions for early retirement shall be made for the teacher who may wish to so retire, provided there is no conflict with established state retirement policies.
4. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed services.
5. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article XIII—Leaves of Absence.
6. During said reduction such reduced teachers shall receive no insurance benefits at Board expense. Terminated (laid off) teachers may elect to continue insurance benefits as described in Article XXI, if available, at their own expense. This Section is contingent upon approval of the insurance carriers and Board requirements for the payment of premiums.



**Section I—Return from Leave**

Teachers on leave who have indicated in writing by March 15 to return to active duty shall be placed in accordance with their seniority and valid certification.

**ARTICLE XXVIII*****Professional Relations Committee*****Section A—Professional Relations Committee Structure**

The Board and the Association will establish a Professional Relations Committee not to exceed eight (8) members (four from each party) which shall meet within ten (10) days of a request for a meeting by either of the parties, but in no instance more than once each month, except by mutual agreement. The purpose of this committee is to discuss and study matters of a mutual interest concerning the Woodhaven Schools and related personnel policies.

**Section B—Purpose of Meetings**

The purpose of these meetings shall be to provide a means whereby:

1. The items of concern to the Association may be brought to the attention of the Board representatives for consideration;
2. Items of concern to the Board representatives may be brought to the attention of the Association for consideration;
3. Information may be exchanged; and
4. A high level of mutual understanding may be maintained.

**Section C—Operation Procedures**

The operating procedures and meeting times for discussion of the committee shall be determined by the committee and reflected in the minutes of the initial meeting. The chair of the committee shall be rotated quarterly.

**ARTICLE XXIX**  
***School Improvement***

The Board of Education of the Woodhaven School District and the Woodhaven Education Association recognize the collaborative nature of the education of the students of the Woodhaven School District and the desirability and necessity of extending their collaborative efforts into the area of school improvement.

School improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality education.

The parties hereby agree that the following conditions shall govern teacher participation in all programs or projects in the areas of school improvement specifically the implementation of P. A. 25 of the State of Michigan.

1. The collective bargaining agreement between the Board and the Union may not be modified in whole, or in part, except by mutual written agreement by the Association and the Board, after negotiations initiated by either party.
2. All teachers shall be offered the opportunity to participate in each activity. Participation on a school improvement committee is voluntary and shall not be part of a teacher's evaluation, or otherwise be used to discipline the teacher. When the S. I. plans/procedures are approved by the Board of Education, the appropriate teachers shall be subject to its content.
3. Each building shall have a School Improvement Team. The majority of the team shall be teachers who are presently employed in the Woodhaven School District.
4. The School Improvement Team shall choose its own chairperson and secretary. Minutes shall be kept of all School Improvement Team committee and subcommittee meetings.
5. Each School Improvement Team shall set up its own operating procedures.

6. The District School Improvement Committee shall be established to advise the Superintendent and the Board of Education. The Board will appoint one Central Office Administrator, one school Board member and one building principal. The Union will appoint three teachers. Two members-at-large will be mutually agreed upon by the committee.
7. The District School Improvement Committee will oversee the research, development, implementation and operation of any school improvement plan. The major emphasis of the committee will be in reviewing proposed actions by the building committees and facilitating agreements reached at the building level. The District S. I. Committee shall not overrule the substantive plans of building school improvement teams.
8. If activities related to school improvement are scheduled during a teacher's regular work day, the teacher shall be released from duties without loss of pay to participate in those meetings. If such activities are scheduled beyond the teacher's regular work day, scheduling shall be done in such a way that the length of the teacher's day and the teacher's workload are not increased beyond current contractual limits.
9. The Union reserves all rights that it may have, under law of the collective bargaining agreement, to bargain with the Board before any action is taken that affects the bargaining unit members.
10. If any provision of this Article or any application of this Article shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
11. This Article shall not abridge the Board's rights under Article III.

12. This Article will not bypass Article XXIII of this Agreement.

**ARTICLE XXX**  
***Duration of Agreement***


This Agreement shall be effective as of September 1, 1991 and shall continue in effect until August 31, 1995. Retroactivity shall apply to salaries only during the 1991-92 school year and shall include those employees who have retired but who worked during the 1991-92 school year for all time worked.

**In Witness Whereof**, the parties hereto agree that all terms, benefits, and conditions of this Agreement are to become effective September 1, 1991, unless otherwise noted and have duly executed this Agreement on the 13th day of July, 1992.

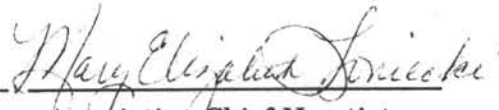
**Woodhaven  
Board of Education**

**Woodhaven EA  
MEA/NEA**

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

  
\_\_\_\_\_  
Association President

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

  
\_\_\_\_\_  
Association Chief Negotiator

**SCHEDULE A**  
***Academic Salary Schedule***

**Section A—1991-92 Salary Schedule**

Each step of the Woodhaven Salary Schedule shall be determined by taking the amount of that step from the 1990-91 schedule plus five percent (5%).

**Section B—1992-93 Salary Schedule**

Each step of the Woodhaven Salary Schedule shall be determined by taking the amount of that step from the 1991-92 schedule plus five percent (5%).

**Section C—1993-94 Salary Schedule**

Each step of the Woodhaven Salary Schedule shall be determined by taking the amount of that step from the 1992-93 schedule plus four and one-half percent (4-1/2%)

**Section D—1994-95 Salary Schedule**

Each step of the Woodhaven Salary Schedule shall be determined by taking the amount of that step from the 1993-94 schedule plus four and one-half percent (4-1/2%)

**Section E—Additional Salary Allowance**

Additional salary allowance shall be granted to all certified personnel for semester hours earned beyond their provisional certification as specified in the following pay classifications:

1. B. A. + 18 semester hours
2. B. A. + 30 semester hours
3. M. A.
4. M. A. + 15 semester hours
5. M. A. + 30 semester hours
6. Second M. A.
7. Education Specialist

Semester hours earned shall be in either a course relevant and meaningful to the teacher's area of instruction or a planned course of study beyond the bachelor's or master's degree, contributing specifically to professional improvement in the field of education as determined by the degree granting institution.

Evidence for additional salary allowance shall be submitted to the Personnel Office in the form of official transcripts from the degree granting institution along with a letter from same indicating that hours earned are part of a planned course of study, if applicable. Official documents must be received by October 15 or March 1 of the current school semester for payment on the appropriate pay classification schedule for that semester.

#### **Section F—Doctoral Allowance**

In the event an individual attains a Ph. D. or Ed. D., the employee will be compensated at the sum of \$439.00. In addition, a new educational step labeled Ph. D. or Ed. D. will be negotiated beginning with the 1991-92 school year. In no way will additional hours beyond the Education Specialist degree be considered an equivalent for the Ph. D./Ed. D.

#### **Section G—Experience Increments and Degree Changes**

The Employer guarantees payment of the experience increments and compensation for degree changes and additional hours of course work for the 1991-92, 1992-93, 1993-94, 1994-95 school years, commencing at the beginning of each school year.

**SCHEDULE A**  
*Teaching Salaries*

**1991-92 SALARY SCHEDULE**

| STEP | B.A.   | B.A. + 18 | B.A. + 30 |           | M.A. + 30 |
|------|--------|-----------|-----------|-----------|-----------|
|      |        |           | M.A.      | M.A. + 15 | Ed. Spec. |
|      |        |           |           |           | 2nd M.A.  |
| 1    | 25,355 | 27,066    | 28,777    | 29,912    | 31,478    |
| 2    | 27,285 | 29,224    | 31,157    | 32,290    | 33,801    |
| 3    | 29,215 | 31,380    | 33,548    | 34,668    | 36,122    |
| 4    | 31,149 | 33,570    | 35,933    | 37,040    | 38,444    |
| 5    | 33,078 | 35,692    | 38,321    | 39,415    | 40,764    |
| 6    | 35,012 | 37,885    | 40,704    | 41,796    | 43,085    |
| 7    | 36,938 | 40,009    | 43,094    | 44,171    | 45,405    |
| 8    | 38,871 | 42,168    | 45,481    | 46,547    | 47,727    |
| 9    | 40,801 | 44,327    | 47,868    | 48,924    | 50,049    |
| 10   | 42,732 | 46,493    | 50,251    | 51,305    | 52,359    |

**1992-93 SALARY SCHEDULE**

| STEP | B.A.   | B.A. + 18 | B.A. + 30 |           | M.A. + 30 |
|------|--------|-----------|-----------|-----------|-----------|
|      |        |           | M.A.      | M.A. + 15 | Ed. Spec. |
|      |        |           |           |           | 2nd M.A.  |
| 1    | 26,623 | 28,419    | 30,216    | 31,408    | 33,052    |
| 2    | 28,650 | 30,685    | 32,714    | 33,904    | 35,491    |
| 3    | 30,676 | 32,949    | 35,225    | 36,401    | 37,928    |
| 4    | 32,707 | 35,248    | 37,730    | 38,892    | 40,366    |
| 5    | 34,732 | 37,476    | 40,237    | 41,386    | 42,802    |
| 6    | 36,763 | 39,779    | 42,740    | 43,886    | 45,239    |
| 7    | 38,785 | 42,010    | 45,249    | 46,380    | 47,675    |
| 8    | 40,815 | 44,276    | 47,755    | 48,874    | 50,113    |
| 9    | 42,841 | 46,543    | 50,262    | 51,370    | 52,552    |
| 10   | 44,868 | 48,818    | 52,763    | 53,870    | 54,977    |

**1993-94 SALARY SCHEDULE**

| STEP | B.A.   | B.A. + 18 | B.A. + 30 |           | M.A. + 30             |
|------|--------|-----------|-----------|-----------|-----------------------|
|      |        |           | M.A.      | M.A. + 15 | Ed. Spec.<br>2nd M.A. |
| 1    | 27,821 | 29,698    | 31,576    | 32,821    | 34,539                |
| 2    | 29,939 | 32,066    | 34,187    | 35,430    | 37,088                |
| 3    | 32,056 | 34,432    | 36,810    | 38,039    | 39,635                |
| 4    | 34,179 | 36,834    | 39,428    | 40,642    | 42,182                |
| 5    | 36,295 | 39,163    | 42,047    | 43,248    | 44,728                |
| 6    | 38,417 | 41,569    | 44,663    | 45,861    | 47,275                |
| 7    | 40,530 | 43,900    | 47,285    | 48,467    | 49,821                |
| 8    | 42,651 | 46,269    | 49,904    | 51,073    | 52,368                |
| 9    | 44,769 | 48,638    | 52,524    | 53,682    | 54,917                |
| 10   | 46,888 | 51,014    | 55,138    | 56,295    | 57,451                |

**1994-95 SALARY SCHEDULE**

| STEP | B.A.   | B.A. + 18 | B.A. + 30 |           | M.A. + 30             |
|------|--------|-----------|-----------|-----------|-----------------------|
|      |        |           | M.A.      | M.A. + 15 | Ed. Spec.<br>2nd M.A. |
| 1    | 29,073 | 31,034    | 32,997    | 34,298    | 36,093                |
| 2    | 31,286 | 33,509    | 35,725    | 37,024    | 38,757                |
| 3    | 33,499 | 35,981    | 38,466    | 39,751    | 41,419                |
| 4    | 35,717 | 38,492    | 41,202    | 42,471    | 44,080                |
| 5    | 37,928 | 40,925    | 43,940    | 45,194    | 46,741                |
| 6    | 40,146 | 43,440    | 46,673    | 47,925    | 49,402                |
| 7    | 42,354 | 45,876    | 49,413    | 50,648    | 52,063                |
| 8    | 44,571 | 48,351    | 52,149    | 53,371    | 54,725                |
| 9    | 46,783 | 50,826    | 54,887    | 56,097    | 57,388                |
| 10   | 48,997 | 53,310    | 57,619    | 58,828    | 60,037                |



**SCHEDULE B**  
***Extracurricular Activities***

- A. No tenure applies in any of the following positions. Performance evaluations of bargaining unit members relative to Schedule B positions shall not affect a teacher's evaluation pursuant to Article XV of this Agreement.
  
- B. The Board does not have to fill any of the positions if it so desires, except for the positions of the elementary and middle school unit leader.
  
- C. Stipends indicated below are the maximum paid for any one position except where indicated. Co-sponsoring is optional and stipend will then be divided unless otherwise indicated.
  
- D. In the event that all or any part of Schedule B activities may not be implemented due to a Board declared austerity period, individuals may petition the Board to carry on activities on a voluntary basis without compensation from the Woodhaven School District.
  
- E. Subsequent to the 1986-87 school year, extra pay positions shall be posted and filled when vacant. Vacancies shall result from voluntary relinquishment of the position, disqualification by the M. H. S. A. A. or other governing body, or involuntary removal from the position by the Board. Involuntary removal will result only for reasons that are not arbitrary or capricious, such as an unsatisfactory performance evaluation. Involuntary removal from a Schedule B position may be processed pursuant to the grievance procedure.

Vacancies will be filled from within the bargaining unit provided that the individuals meet reasonable qualifications. In the event that no qualified individual of the bargaining unit apply

for these positions, then they may be filled at the discretion of the Board. Bargaining unit members who resign their teaching position in the School District will also relinquish all Schedule B positions.

- F. All teacher applicants will be notified of extracurricular assignments for the ensuing school year no later than the last day of school.

### *Schedule B Salaries*

#### **Section A—Coaching Head Varsity (Boys and Girls)**

|                                       |          |
|---------------------------------------|----------|
| 1. Football                           | \$ 3,000 |
| 2. Basketball                         | 3,000    |
| 3. Baseball/Softball                  | 3,000    |
| 4. Swimming                           | 3,000    |
| 5. Wrestling                          | 3,000    |
| 6. Track                              | 2,550    |
| 7. Cross Country                      | 2,400    |
| 8. Tennis                             | 2,400    |
| 9. Volleyball                         | 2,400    |
| 10. Soccer                            | 2,400    |
| 11. Golf                              | 1,500    |
| 12. Gymnastics                        | 1,000    |
| 13. Cheerleading (per sport schedule) | 865      |
| All new sports will be compensated at | 1,000    |

#### **Section B—Coaching Assistant Varsity**

|                      |       |
|----------------------|-------|
| 1. Football          | 2,025 |
| 2. Swimming          | 1,875 |
| 3. Wrestling         | 1,875 |
| 4. Track             | 1,875 |
| 5. Basketball        | 1,725 |
| 6. Baseball/Softball | 1,725 |
| 7. Soccer            | 1,275 |

|                                       |     |
|---------------------------------------|-----|
| 8. Gymnastics                         | 850 |
| All new sports will be compensated at | 850 |

**Section C—Coaching Junior Varsity and 9th Grade**

|                                       |       |
|---------------------------------------|-------|
| 1. Football (Head)                    | 2,025 |
| 2. Football (Assistant)               | 2,025 |
| 3. Basketball                         | 2,025 |
| 4. Baseball/Softball                  | 1,875 |
| 5. Swimming                           | 1,725 |
| 6. Volleyball                         | 1,725 |
| 7. Track                              | 1,575 |
| 8. Tennis                             | 1,275 |
| 9. Gymnastics                         | 850   |
| 10. Soccer                            | 850   |
| 11. Cheerleading (per sport schedule) | 600   |
| All new sports will be compensated at | 850   |

**Section D—Middle School**

|                                       |       |
|---------------------------------------|-------|
| 1. Football                           | 1,625 |
| 2. Basketball                         | 1,550 |
| 3. Baseball/Softball                  | 1,550 |
| 4. Swimming                           | 1,550 |
| 5. Wrestling                          | 1,550 |
| 6. Track                              | 1,550 |
| 7. Volleyball                         | 1,550 |
| 8. Assistant Middle School Coaches    | 1,200 |
| 9. Cheerleading (per sport schedule)  | 450   |
| All new sports will be compensated at | 800   |

**Section E—Intramural (Elementary and Secondary)**

|                                                                          |     |
|--------------------------------------------------------------------------|-----|
| 10-12 week periods—minimum of 36 hours<br>as included in job description | 250 |
|--------------------------------------------------------------------------|-----|

**Section F—Secondary Activities**

|                            |       |
|----------------------------|-------|
| 1. Assistant Marching Band | 2,025 |
|----------------------------|-------|

|     |                                                       |             |
|-----|-------------------------------------------------------|-------------|
| 2.  | Department Head (including one hour of released time) | 1,200       |
| 3.  | Yearbook                                              | 1,200       |
| 4.  | Science Olympiad                                      | 900         |
| 5.  | National Honor Society                                | 900         |
| 6.  | School Play (1 play minimum)                          | 900/year    |
| 7.  | Band—High School and Middle School                    | 750/concert |
| 8.  | Choral Music                                          | 750/concert |
| 9.  | High School Newspaper                                 | 750         |
| 10. | Advanced Placement Coordinator                        | 750         |
| 11. | Club Sponsors                                         | 750         |
| 12. | Class Sponsors                                        |             |
|     | a. Seniors (2)                                        | 750         |
|     | b. Juniors (2)                                        | 750         |
|     | c. Sophomores (2)                                     | 375         |
|     | d. Freshmen (2)                                       | 375         |
| 13. | Student Council—High School                           |             |
|     | a. Curricular (with one hour released time)           | 375         |
|     | b. Extracurricular                                    | 750         |
| 14. | Debate                                                | 550         |
| 15. | Student Council—Middle School                         | 600         |
| 16. | Middle School Newspaper                               | 450         |
| 17. | Middle School Unit Leader                             | 300         |
| 18. | Substitute Principal (plus 10% per diem)              | 300         |
| 19. | Band Aides                                            | 250         |

**Section G—Elementary Activities**

|    |                                          |     |
|----|------------------------------------------|-----|
| 1. | Choral Music                             | 525 |
| 2. | Camp                                     | 375 |
| 3. | Safety Patrol/Service Squad              | 375 |
| 4. | Substitute Principal (plus 10% per diem) | 300 |
| 5. | Unit Leader                              | 300 |
| 6. | Student Council                          | 300 |
| 7. | Science Coordinator                      | 200 |

**Section H—Miscellaneous Activities**

|                                                                                |            |
|--------------------------------------------------------------------------------|------------|
| 1. Drivers Education Coordinator                                               | 1,050      |
| 2. District Newsletter                                                         | 300        |
| 3. Weight Training                                                             | 375        |
| 4. Curriculum Study Council Members                                            | 150        |
| 5. Summer School Substitute Principal                                          | 15.00/hour |
| 6. Summer School Teacher                                                       | 13.25/hour |
| 7. Adult Education Substitute Principal                                        | 15.00/hour |
| 8. Adult Education Teacher                                                     |            |
| a. Credit Classes*                                                             | 13.25/hour |
| b. Enrichment (Non-Credit Classes)                                             | 11.00/hour |
| 9. Drivers Education Teacher                                                   | 13.25/hour |
| 10. Saturday Detention Monitor                                                 | 13.25/hour |
| 11. Athletic Timers/Scorers/Workers<br>(Basketball, Football, Track, Swimming) | 18.00/game |
| 12. Home Athletic Managers                                                     | 13.25/hour |

\* A credit class shall be defined as one where adult education credit may be earned.

**MEMORANDUM OF UNDERSTANDING**

***Seniority List***

The following procedures prevail when establishing a school district-wide seniority list, in accordance with Article XXVII, Section B—Seniority List.

1. In the conversion of years to days, all previous years shall be considered 186 days.
2. Portions of the first year worked will be figured on a per day basis from date of hire or first day worked.
3. Beginning September 1, 1983, teachers who are granted an unpaid leave by the Board shall not accrue seniority for the duration of that leave with the exception of unpaid medical leaves, which shall accrue seniority up to one (1) year.

4. In the circumstances of more than one (1) individual beginning on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified, in writing, of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representative to be in attendance.
5. If a seniority tie is created by an employee's non-accrual of seniority, such employee will be considered the lowest senior person among those with whom the employee is tied.

**MEMORANDUM OF UNDERSTANDING**  
***Split Class Assignments***

In regards to the contractual language pertaining to "Split Class Assignments," it is understood between the parties that the negotiated language does not apply to compensation for those teachers who mutually assign students to ability groups for purpose of instruction, as is the practice at Yake Elementary. This does not preclude compensation for individual teachers assigned two (2) specific grade levels for the purpose of homeroom assignment and/or instruction purposes.

**MEMORANDUM OF UNDERSTANDING**  
***Health Insurance***

In order to implement a change in health insurance carrier effective with the 1988-89 school year, the parties agree to the following:

1. The specifications and optional features as outlined in the summary brochure of the Blue Cross Four Point Plus

program presented to the parties on September 1, 1988, shall be provided to employees. Such coverage shall include contraceptive devices PCD, prescription drugs at member co-payment of \$.50, contraceptive medication PD-CM, and needles and syringes PD-NSI. However, the parties agree the \$5,000 basic term life AD&D coverage as provided by the Four Point Plus program will not be included. Said term life will be provided through another source as outlined in Section II of this Agreement.

2. During the interim period from the date of the ratification of the contract by the parties to the effective date of the change in health insurance carriers, the term life insurance benefit as provided in Article XXI, Section B, of the Agreement, shall be \$30,000 plus \$5,000 from MESSA, not a total of \$40,000. In the event of accidental death, the insurance will pay double the specified amount. Upon the effective date of the new coverage, the total amount of term life coverage shall be \$35,000 with the AD& D provision.

#### **MEMORANDUM OF UNDERSTANDING**

##### ***Medically Fragile Students and Least Restrictive Environment***

The WEA and the Board of Education agree to negotiate a Letter of Understanding covering Least Restrictive Environment and Medically Fragile Students procedures. In the interim, teachers will be appropriately trained, if necessary, in handling LRE or MFS students if assigned to their class loads. Further, teachers will not be expected to handle the special or unique needs of these students if such needs are beyond the reasonable bounds of the classroom teacher's training or ability.

Bargaining will begin January, 1993, and conclude June, 1994.

**MEMORANDUM OF UNDERSTANDING**  
***Reassignment of Patrick Henry M. S. Teachers***

In accordance with Article IX, Section K, teachers assigned to the staff of Patrick Henry Middle School during the 1989-90 school year shall in addition receive top priority for reassignment back to Patrick Henry in the event the building is reopened at a later date as a middle school. Once the provisions of this letter are satisfied then Article IX, Section D shall be followed.

**MEMORANDUM OF UNDERSTANDING**  
***Resolution for September 10, 1991***

The parties hereby agree to the following provisions:

1. An additional teacher inservice day for school improvement shall be scheduled for February 15, 1993, and added to the 1992-93 Calendar. This day shall be used to resolve the dispute regarding teacher absence on September 10, 1991. Teachers not compensated for September 10, 1991, shall be compensated for the day at the 1991-92 per diem rate with the negotiated 5% increase included. Teachers already paid for September 10, 1991, shall receive the difference in pay from what they received at the 1991-92 per diem rate with the negotiated 5% increase included.
2. In order to be compensated for the inservice day, a teacher must be in attendance on February 15, 1993. In the event a teacher is unable to be in attendance due to illness, injury, or incapacitation on February 15, 1993, then said teacher shall be given the opportunity to reschedule the makeup time in order to be compensated. Teachers will be compensated for the day worked in the next regularly scheduled pay period. Those teachers whose personal sick leave allowance was reduced by one day for September 10, 1991, shall have that day reinstated.



3. All bargaining unit members who completed their contractual obligations for 1991-92 shall receive 172 days of seniority. In 1992-93 the maximum number of seniority days accrued shall be 184.
4. This Memorandum of Understanding shall be effective immediately upon ratification of the 1991-95 Collective Bargaining Agreement by both parties.

**APPENDIX A**  
***Sick Bank Policy***

1. The Sick Bank is established jointly by the Association and the Board of Education to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all accrued sick days and are unable to perform their professional responsibilities because of personal illness or disability.
2. Coverage from the sick leave bank may be requested immediately upon the exhaustion of teacher's accrued sick days.
3. When applying for sick bank usage, it is the responsibility of the employee to provide the Association with the physician's written statement containing a prognosis and anticipated date of return.
4. Written application will be made to the Executive Board of the Association. Request forms will be made available in all buildings.
5. The Executive Board of the Woodhaven Education Association will function as the review committee and shall govern the use of the sick bank.

6. The review committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and re-evaluated every fifteen (15) working days.
7. A second doctor's opinion may be required by the Association, at the employee's expense, after sixty (60) days of sick days.
8. A teacher who draws from the sick leave bank is not obligated to repay sick days.
9. It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the Director of Finance's office following each monthly executive board meeting.
10. The above stated policy shall preclude all past practices of the Woodhaven Education Association in granting sick bank leaves.

**APPENDIX B**  
***No Reprisal Agreement***

The parties hereby agree that the Woodhaven Board of Education and its employees, administrators, or agents will not take any disciplinary action or reprisals of any kind against any member, officer, or agent of the Woodhaven Education Association MEA/NEA as a result of or in retaliation for his/her actions in collective bargaining in 1991 and/or 1992 or any other individual or concerted activity in support of the Woodhaven Education Association MEA/NEA in its efforts to negotiate a collective agreement during the 1991-92 school year. This shall specifically include, but not be limited to, any picketing by members of the WEA and the absence of members of the WEA from work on September 10, 1991, and September 24, 1991 through October 11, 1991. Further, there shall be no loss of seniority for time not worked on September 3, 1991. All

letters regarding non-participation in Schedule B activities shall be removed from bargaining unit members files.

Further, the Woodhaven Education Association MEA/NEA, its members, officers, agents or employees shall not take any retaliatory action or reprisals against any member, board member, administrator, employee, or agent of the Woodhaven Board of Education as a result of, or in retaliation for, his/her action in collective bargaining in 1991-92, or any other activity in support of the Woodhaven Board of Education in its efforts to negotiate a collective agreement in 1991-92.

Further, the Woodhaven Board of Education and Woodhaven Education Association MEA/NEA each agree to withdraw without prejudice all Unfair Labor Practice charges and arbitrations AND CLAIMS THROUGH STATE/FEDERAL AGENCIES (INCLUDING BUT NOT LIMITED TO ALL INDIVIDUAL CLAIMS FOR PAYMENT OF WAGES) previously filed against the other in connection with or as a result of their activities in collective bargaining during 1991-92. Also each party agrees not to file any additional Unfair Labor Practice charges against the other, any other administrative charges in State or Federal Agency against the other, or any civil or criminal charges in State or Federal Courts against the other either individually or collectively as a result of their activities in or related to collective bargaining in 1991-92.

This Letter of Agreement shall be effective immediately upon ratification of the 1991-95 Collective Bargaining Agreement by both parties.

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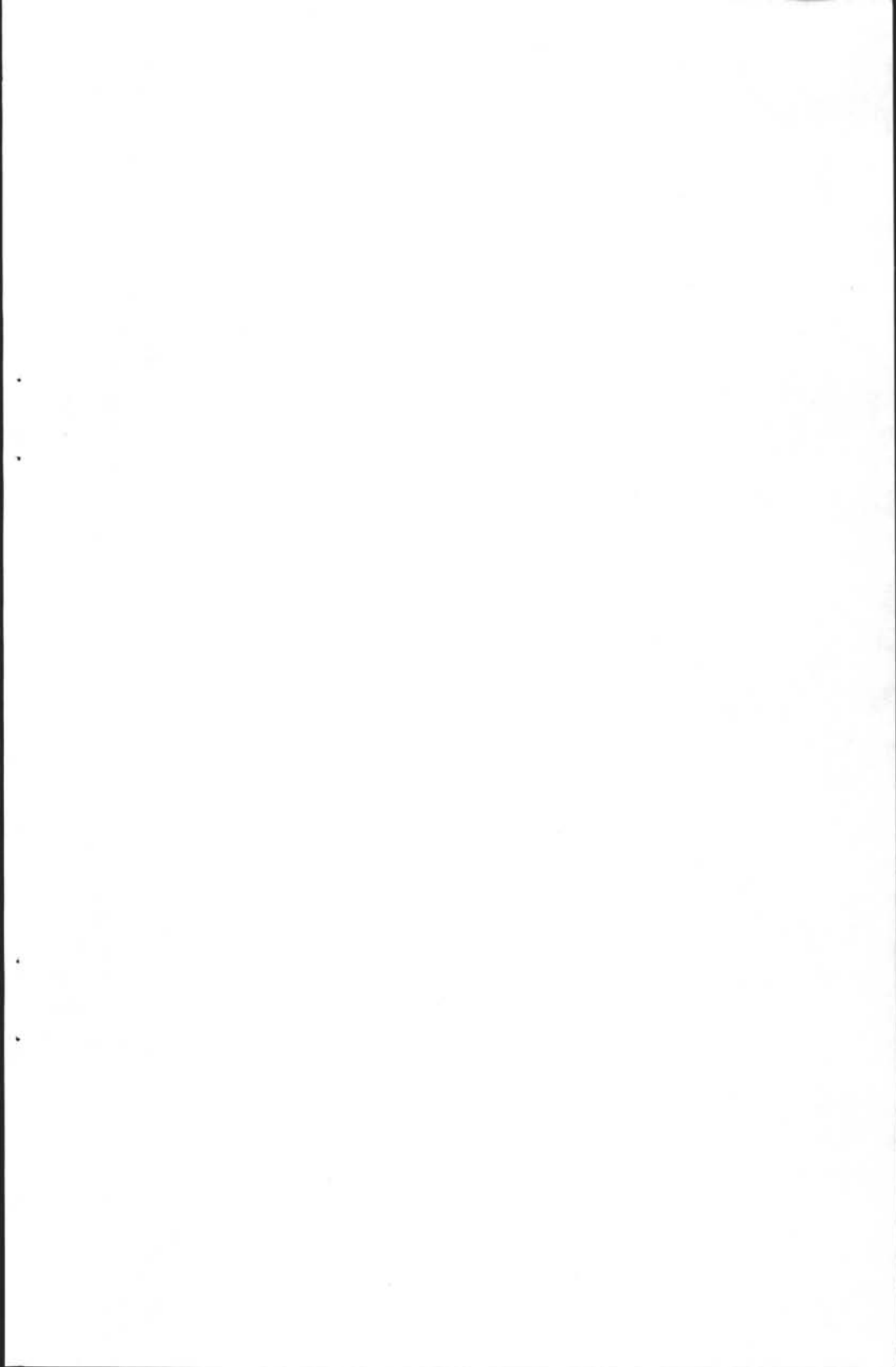
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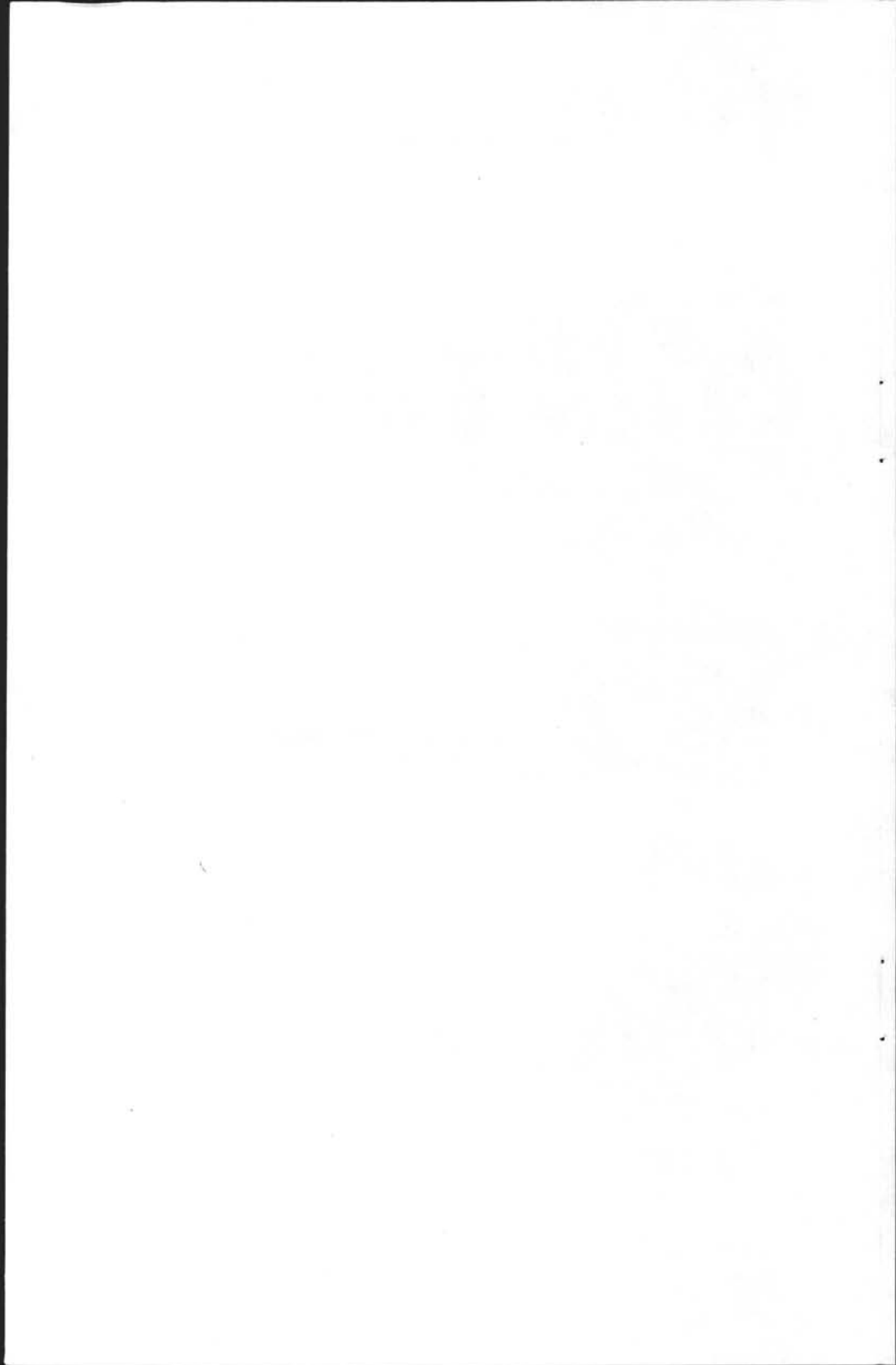
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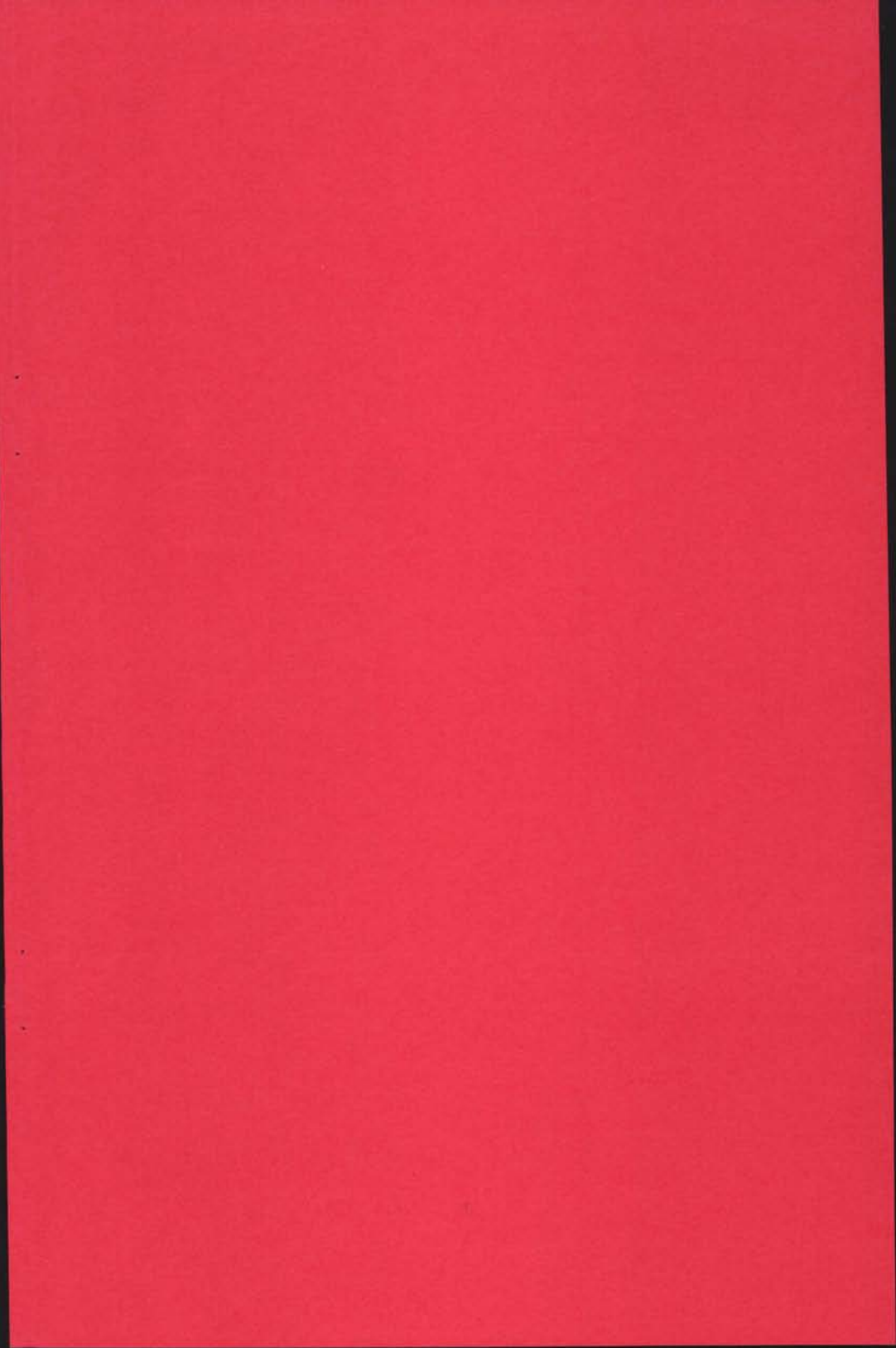
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