

AGREEMENT

BETWEEN

WESTWOOD COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

AND

WAYNE COUNTY MEA/NEA

1991 - 1995

Westwood Community School District

TABLE OF CONTENTS

Page

AGREEMENT	1
-----------------	---

ARTICLE I - RECOGNITION

SECTION A - Description	2
SECTION B - Exclusive Relationship	2
SECTION C - Dues and Failure to Pay	2
SECTION D - Non-restriction of Rights	3

ARTICLE II - RIGHTS OF EMPLOYER

SECTION A - Description	3
SECTION B - Limitation	3

ARTICLE III - TEACHER RIGHTS

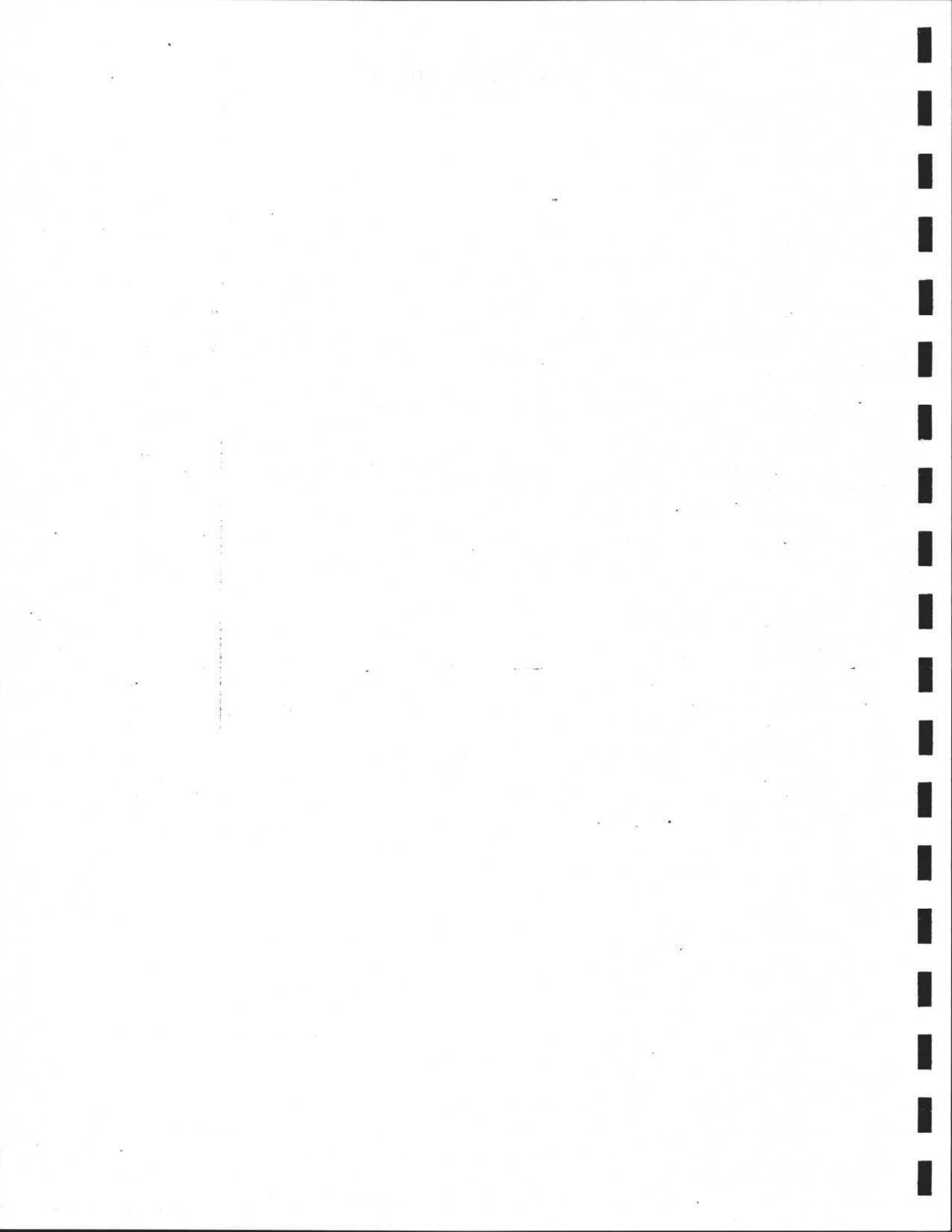
SECTION A - Description	4
SECTION B - Use of Bulletin Boards/Mail Boxes	4
SECTION C - New Teachers Notification	4
SECTION D - Financial Resources of the District	4
SECTION E - Use of School Facilities/Equipment	4

ARTICLE IV - PROFESSIONAL COMPENSATION

SECTION A - Description	5
SECTION B - Extra Compensation	5
SECTION C - Staff Meetings	5
SECTION D - After School Activities Reference	5
SECTION E - School Calendar Reference	5
SECTION F - School Calendar Reference	5
SECTION G - Union Release Time for Grievances	5
SECTION H - Union Release Time Union Conferences	6
SECTION I - Outside Teaching Experience	6
SECTION J - Bachelor's Extra Credit Hours	6
SECTION K - Longevity Payments	6
SECTION L - Automobile Mileage	6
SECTION M - Master's Extra Credit Hours	6
SECTION N - Master's Attainment and Proration of Extra Hours	7
SECTION O - Payment of Tuition for North Central Requirements	7

ARTICLE V - TEACHING HOURS

SECTION A - Sign In/Out Sheets	7
SECTION B - Normal Teaching Hours	7
SECTION C - Violation	8
SECTION D - Duty Free Lunch	8
SECTION E - Elementary Prep Time	8



ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

SECTION A	- Secondary Prep Periods	9
SECTION B	- Counselors Assignments	9
SECTION C	- Area of Certification	9
SECTION D	- Lack of Substitute Teachers	9
SECTION E	- Loss of Prep Time	9

ARTICLE VII - TEACHING CONDITIONS

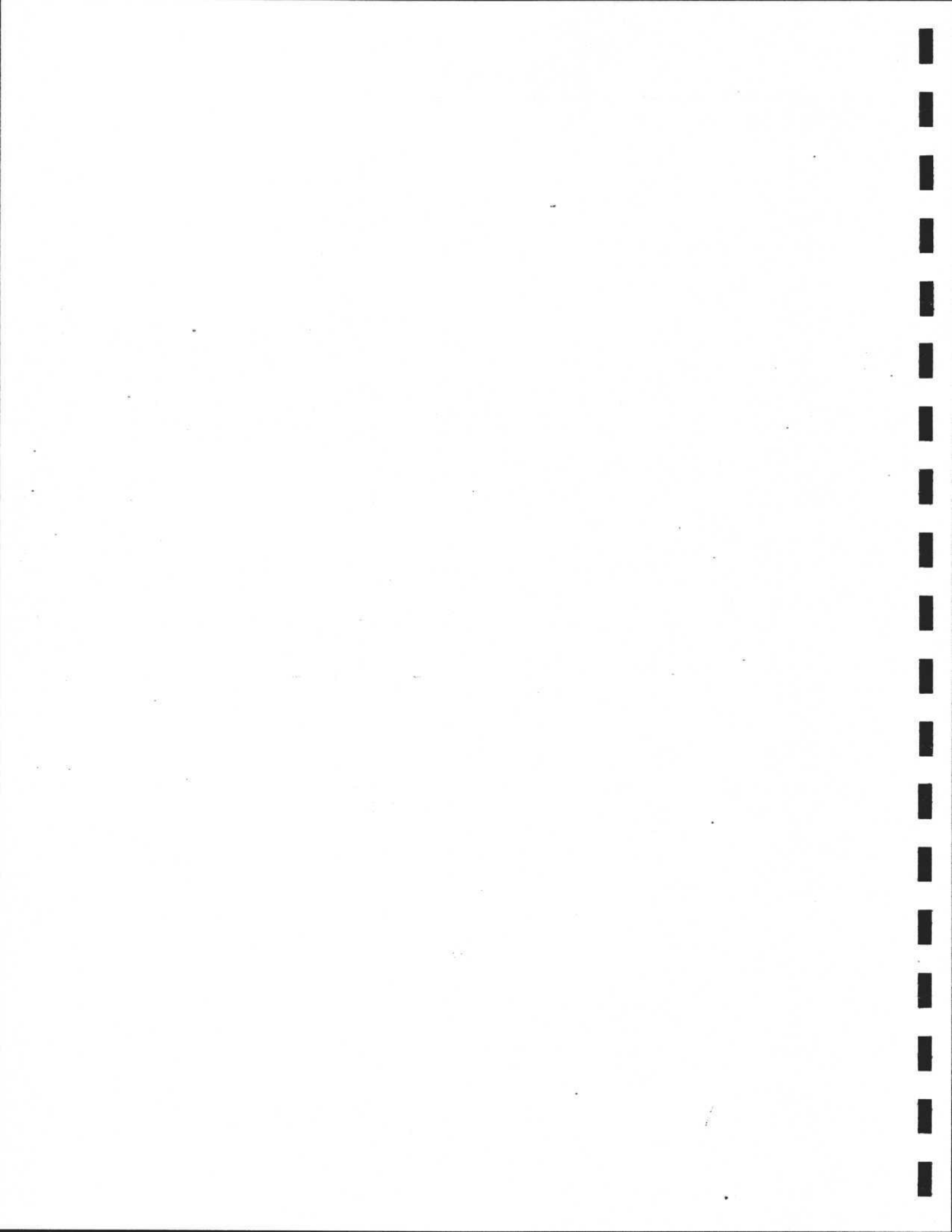
SECTION A	- Purpose	10
SECTION B	- Class Size	10
SECTION C	- Teaching Materials	11
SECTION D	- Driving of School Bus	11
SECTION E	- Teaching Facilities	11
SECTION F	- Telephones in Teachers Lounge	12
SECTION G	- Vending Machines	12
SECTION H	- Anti-slip Floor Wax	12
SECTION I	- Teachers Parking Lots	12
SECTION J	- Teachers Civil Rights	12
SECTION K	- Anti-discrimination Clause	12
SECTION L	- Degree/Certificate Requirement	12
SECTION M	- Notification of Teaching Assignment	13
SECTION N	- Hazardous Working Conditions	13
SECTION O	- Extra Assignments	13
SECTION P	- Counselors Working Conditions	13
SECTION Q	- Diversified Cooperative Coordinators	14
SECTION R	- Librarians Working Conditions	14

ARTICLE VIII - TRANSFERS

SECTION A	- Seniority	14
SECTION B	- Teacher Transfer Request	14
SECTION C	- Involuntary Transfer	15
SECTION D	- Notification of Vacancies	15
SECTION E	- Posting of Positions	15
SECTION F	- Application for Vacancy	16
SECTION G	- New Position during School Year	16
SECTION H	- Transfer to Supervision	16

ARTICLE IX - LEAVE DAYS

SECTION A	- Allowance	16
SECTION B	- Accumulation	16
SECTION C	- Business Days	16
SECTION D	- Leave-Day Bank	17
SECTION E	- Absences Charged to Leave-Day Bank	17
SECTION F	- Qualifications	17
SECTION G	- Half-Day Absences	18
SECTION H	- Non-charged Leave Days	18
SECTION I	- Central Leave Bank	19



ARTICLE X - LEAVES OF ABSENCE

SECTION A	- Provisions	20
SECTION B	- Eligibility	20
SECTION C	- Length of Leave	21
SECTION D	- Procedure for Application	21
SECTION E	- Status During Leave	21
SECTION F	- Return to Duty	21
SECTION G	- Sabbatical Leave	22

ARTICLE XI - TERMINATION OF SERVICES

SECTION A	- Retirement	24
SECTION B	- Resignation	24
SECTION C	- Discharge	24
SECTION D	- Rate of Payments	24

ARTICLE XII - INSURANCE PROTECTION

SECTION A	- Insurance Coverage	24
SECTION B	- Requirements of Insurance Carrier	26

ARTICLE XIII - TEACHER EVALUATION

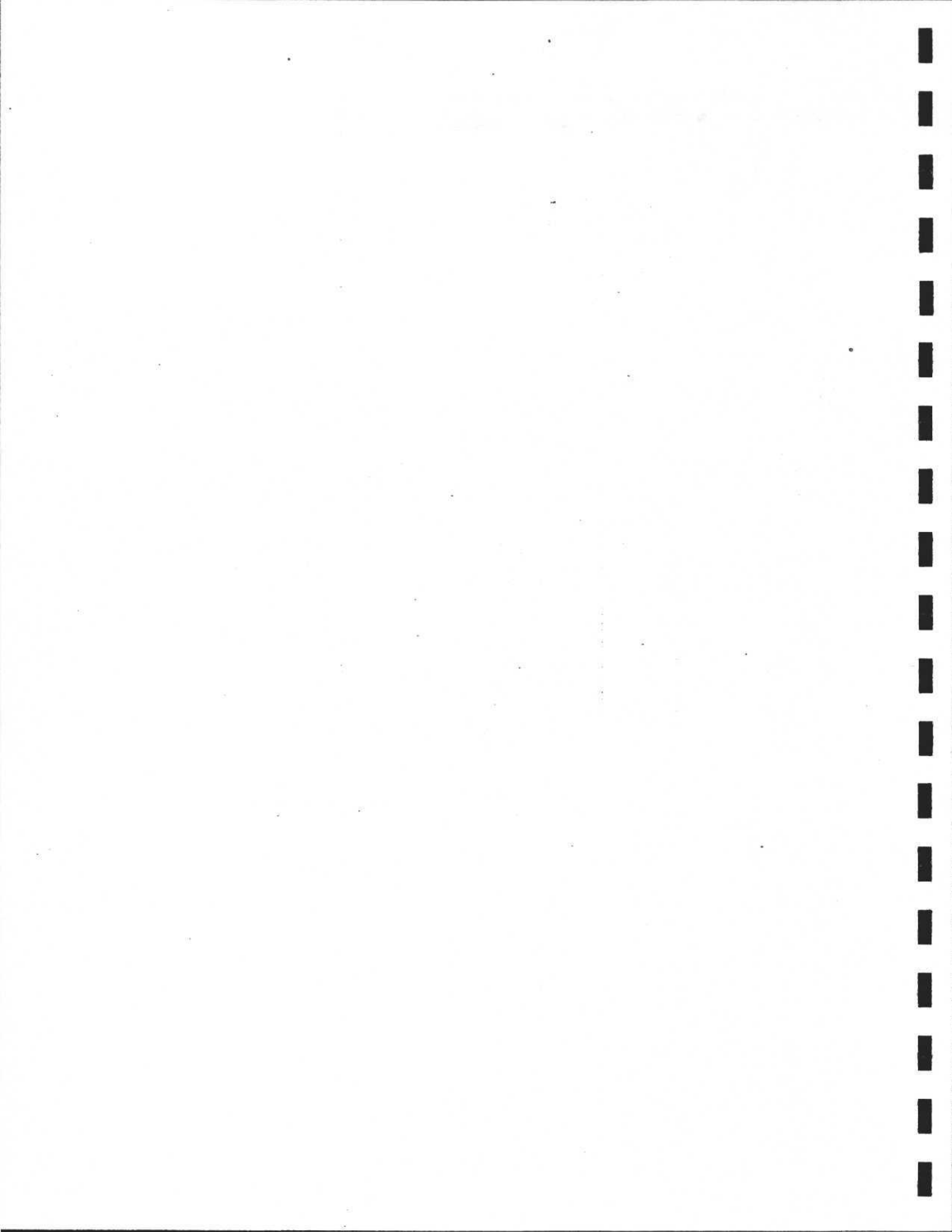
SECTION A	- Frequency	26
SECTION B	- Evaluating Supervisor	26
SECTION C	- Observation/Monitoring	26
SECTION D	- Personal Interview	26
SECTION E	- Probationary Teachers	27
SECTION F	- Committee for Revision of Evaluation Instrument	27
SECTION G	- Review of Personnel File	27
SECTION H	- Representative for Disciplined Teacher	27

ARTICLE XIV - PROTECTION OF TEACHERS

SECTION A	- Administrative Support	27
SECTION B	- Assault	28
SECTION C	- Legal Counsel	28
SECTION D	- Time Lost	28
SECTION E	- Destruction/Theft of Personal Property	28
SECTION F	- Parental Complaints	28
SECTION G	- Liability	29
SECTION H	- Student Removal from Class	29

ARTICLE XV - NEGOTIATION PROCEDURES

SECTION A	- Resolution of Difficulties	29
SECTION B	- Failure to Reach Agreement	29
SECTION C	- Selection of Representatives/Ratification	29



ARTICLE XVI - GRIEVANCE PROCEDURE

SECTION A	- Definition	30
SECTION B	- Discussion with Building Principal	30
SECTION C	- Filing of Formal Grievance	30
SECTION D	- Union/Building Principal Meeting	30
SECTION E	- Transmittance to Superintendent	30
SECTION F	- Arbitration	31
SECTION G	- Sharing of Costs	31
SECTION H	- Alteration of Grievance	31
SECTION I	- Withdrawal	31
SECTION J	- Reimbursement of Lost Compensation	31
SECTION K	- Time Limits	31
SECTION L	- Protection of Grievant	32

ARTICLE XVII - MISCELLANEOUS PROVISIONS

SECTION A	- Substitute Teachers	32
SECTION B	- Fiscal Reports	32
SECTION C	- Violation of Contract	32
SECTION D	- Copies of Contract	32
SECTION E	- Validity According to Law	33
SECTION F	- Release Time for Union Officials	33
SECTION G	- Special Fields	33
SECTION H	- Equal Education Opportunities	33
SECTION I	- Coordinator of Special Services	33
SECTION J	- Maternity Leave	33
SECTION K	- Student Teachers	34
SECTION L	- Scoring of Achievement Tests	34
SECTION M	- Military Leave	34
SECTION N	- Leave of Absence as Officer of State Association	34
SECTION O	- Interview Considerations	34

ARTICLE - INTER-GROUP RELATIONS

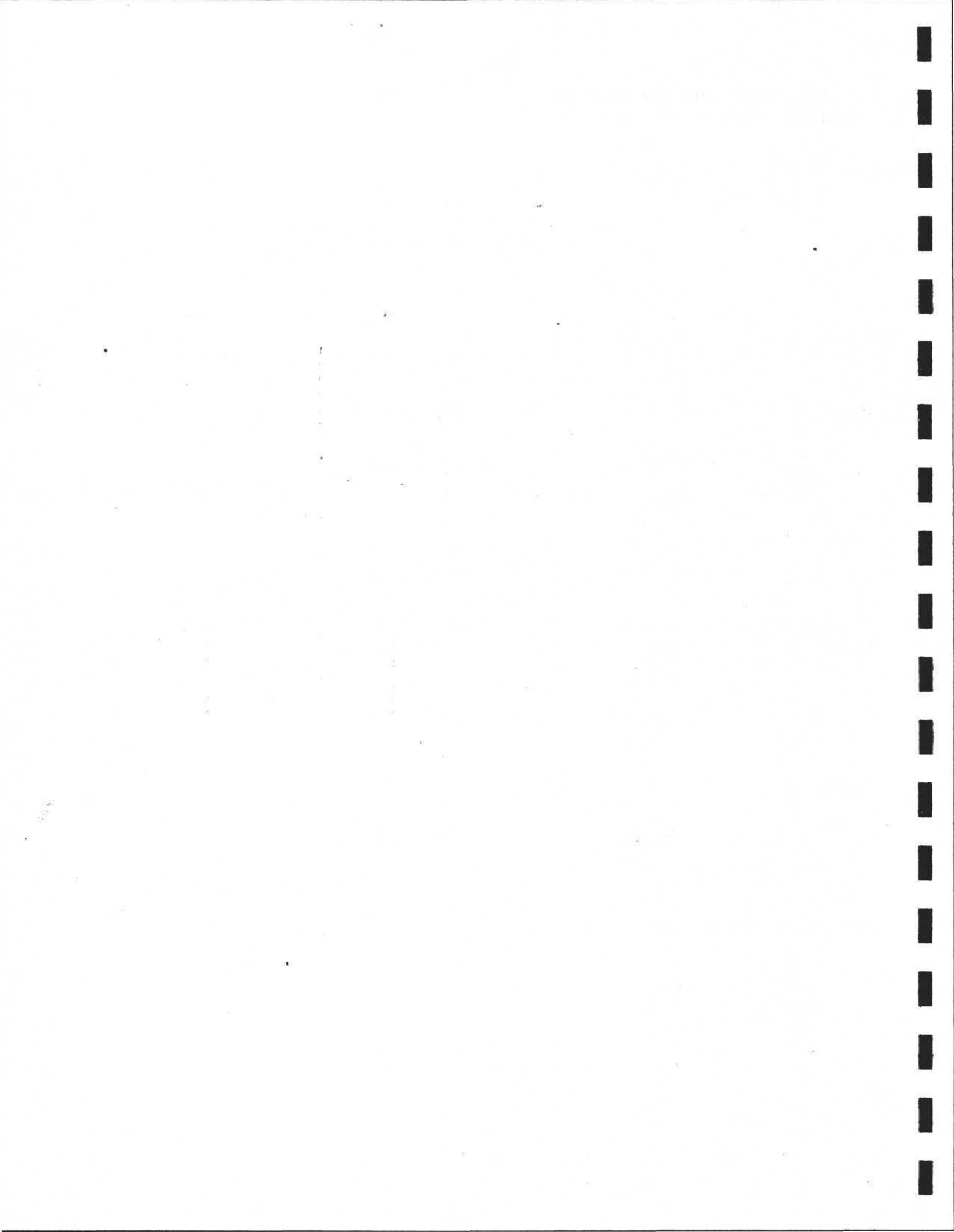
SECTION A	- Purpose	35
SECTION B	- Implementation	35
SECTION C	- Committee Implementations	35
SECTION D	- Function of Committee	36

ARTICLE XIX - CONTINUITY OF OPERATIONS

SECTION A	- Notification of School Closure	36
SECTION B	- Layoff and Recall Procedures	36
SECTION C	- Mergers	38
SECTION D	- Work Interruptions	38

ARTICLE XX - PROFESSIONAL IMPROVEMENT

SECTION A	- Support	38
SECTION B	- Professional Conferences	38
SECTION C	- After School Programs	38



ARTICLE XXI - MAINTENANCE OF STANDARDS

SECTION A - Definition	39
SECTION B - Alteration	39

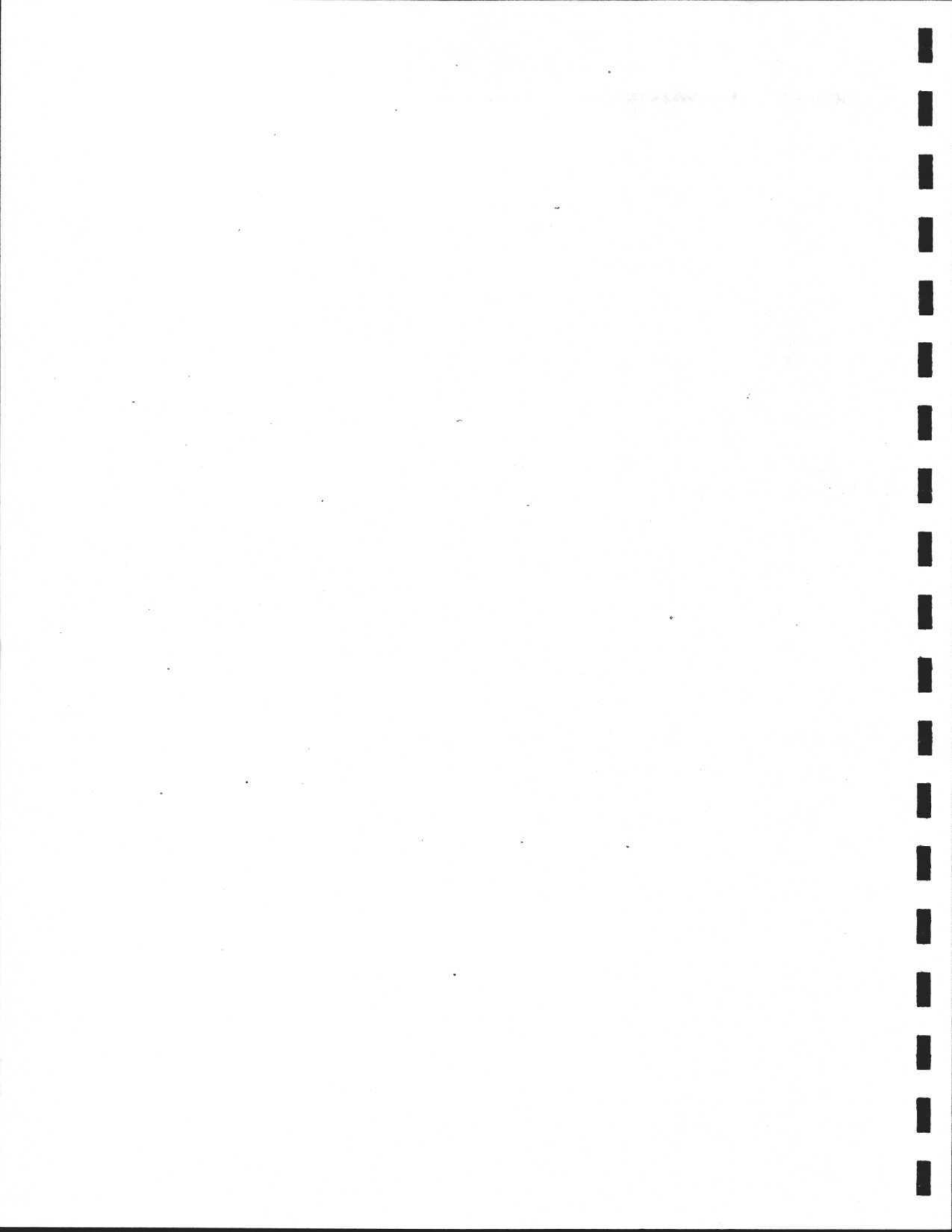
ARTICLE XXII - ACADEMIC FREEDOM

SECTION A - Definition	39
SECTION B - Encouragement	39

ARTICLE XXIII - CURRICULUM COUNCIL

SECTION A - Purpose	40
SECTION B - Membership and Election	40
SECTION C - Decisions of Council	41

DURATION OF AGREEMENT 42**APPENDIX A - BACHELOR'S SALARY SCHEDULE** 43**APPENDIX A - MASTER'S SALARY SCHEDULE** 44**APPENDIX B - AUXILIARY PAY STIPENDS - ATHLETIC ASSIGNMENTS** 45**APPENDIX C - AUXILIARY PAY STIPENDS** 46 **Clubs** 47**APPENDIX D - STATEMENT OF PROCEDURE FOR PAYROLL DEDUCTIONS** 48**APPENDIX E - DEFINITIONS** 48**APPENDIX F - IMPLEMENTATION OF AUXILIARY PAY STIPENDS** 48**APPENDIX G - 1991-92 CALENDAR** 49 **Snow Days** 50**APPENDIX H - GRIEVANCE FORM** 51



PREAMBLE

THIS AGREEMENT, entered into this 1st day of July, 1991, by and between the Board of Education of Westwood Community School District, Inkster, Michigan, hereinafter called the "Employer", and the Wayne County MEA/NEA, hereinafter called the "Union" which shall designate the Wayne County MEA/NEA in its representative capacity for the bargaining unit as recognized in Article I of this Agreement.

WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing a quality education for the children of Westwood Community School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service; and

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

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

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

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:



ARTICLE I
RECOGNITION

SECTION A

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional educational personnel certified by the Michigan Department of Education, under contract or on approved leaves of absence excluding substitute personnel, teacher aides and other auxiliary personnel, all supervisory administrative and executive personnel and all other employees. The term "teacher" or "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as defined above and references to one gender shall include the other gender.

SECTION B

The Employer agrees not to negotiate with any teacher organization other than the Union for the duration of this Agreement, unless otherwise required by law.

SECTION C

It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in event a teacher shall not join the Union and execute an authorization for unified dues deduction, such teacher shall, as a condition of continued employment by the Employer, execute an authorization for the deduction of a sum which is not more than that amount of nonmember service fee permitted under the law, which sums shall be forwarded to the Union.

Pursuant to a request for termination from the Union containing a statement that the employee has failed to comply and verification that such an authorization has been signed within a period of thirty (30) days following the commencement of employment of the teacher, the Employer agrees to discontinue the services of such teacher immediately.

No teacher who has appealed the amount of nonmember service fee shall be terminated for nonpayment of such fee during the pendency of the appeal.

The deduction of membership dues shall be made from one regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year and the Employer agrees promptly to remit to the United Professions all money so deducted accompanied by a list of teachers from whom the deductions have been made.

The Union agrees to indemnify and save the Employer, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with this provision. The Union shall have control of all litigation with the right to select its attorneys and settle or compromise such claims, demands, suits or liability with the demanding party.

SECTION D

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

ARTICLE II

RIGHTS OF EMPLOYER

SECTION A

The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, 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 of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Employer;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

SECTION B

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE III
TEACHER RIGHTS

SECTION A

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Union for the purpose of engaging in professional negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law 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 Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

SECTION B

The Union shall be the sole teacher organization to have the right to post notices of its activities and matters of Union concern on teacher bulletin boards, at least one of which shall be provided in each lounge, and to use teachers' mail boxes for communication to teachers.

SECTION C

Names and addresses of newly hired teachers shall be mailed to the treasurer of the Union following Employer approval of their contract.

SECTION D

The Employer agrees to furnish to the Union, in response to written requests from time to time, all available public records concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other public records as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with public records which may be necessary for the union to process any grievance or complaint.

SECTION E

The use of school facilities, equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, audio-visual equipment may be used by the Union as the Representative Teachers' organization at reasonable times when such request is made to the building Principal (prior notification shall be given). The Union shall also pay for any reasonable expenses involved for the use of such items as listed above.

ARTICLE IV

PROFESSIONAL COMPENSATION

SECTION A

The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this Agreement.

SECTION B

The salary schedule identified in Appendix A is based upon a normal teaching load as hereinafter defined and as scheduled in the approved school calendar. Extra compensation for assigned responsibilities will be paid in accordance with the schedule approved as part of Appendices B and C of this Agreement.

SECTION C

Mandatory staff meetings, not to exceed one per week, shall not last over forty-five (45) minutes. The agenda will be at the discretion of administration, provided that in-service activities are not required and that teachers have a right to add to the agenda.

SECTION D

Teachers are encouraged to participate in after school activities, but attendance will be voluntary.

SECTION E

Teachers shall be responsible for duty in accord with the school calendar for the term of this Agreement.

SECTION F

The calendars for the respective school years covered by this Agreement are included in Appendix G and are a part of this Agreement. The calendar shall reflect two (2) one-half ($\frac{1}{2}$) day in-services per year, provided that such days shall not cause the regular work year to be extended nor conflict with the minimum clock hours of instruction. (Note: The calendars shall include breakfast at beginning of the school year provided that this does not dramatically alter current calendar.)

SECTION G

An authorized representative of the Union engaged during the school day in negotiating in behalf of the Union with any authorized representative of the Employer, or participating in any professional grievance procedure, shall be released from regular duties without loss of pay as provided that notice is given to the office of the principal of the representative the day prior to said participation or said negotiation. The requirement of a day's advance notice shall be waived in emergency situations. In such emergencies, the representative shall notify the office of his principal prior to leaving his building.

The failure to give adequate notice shall not affect any grievance which required the participation of the representative.

SECTION H

Teachers shall be released from regular duties without loss of salary, not to exceed four (4) days per year, for the purpose of:

1. Attendance at local regional institutes.
2. Serving on educational committees or commissions as may be established or sponsored by the Legislature of the State Department of Education.

SECTION I

All newly employed teachers shall be given a credit up to five (5) years on the salary schedule set forth in Appendix A for years of outside teaching experience in any school district in the State of Michigan. The Employer may recognize other teaching experience for which credit is allowed. Current employees will retain their present status.

SECTION J

For each semester hour of credit earned at an accredited college or university beyond the Bachelor's Degree, not to exceed thirty (30) hours, whether earned prior or subsequent to employment by the Employer, forty-two dollars (\$42.00) shall be paid annually in addition to the teacher's base salary. Credits must be filed by official transcript prior to March 15 of each year at the office of the Superintendent of Schools.

SECTION K

Longevity payments of one and one-half (1-1/2) percent of the base pay for eleven (11) to fifteen (15) years of service, two and one-half (2-1/2) percent of the base pay for sixteen (16) to twenty (20) years of service, and three and one-half (3-1/2) percent of the base pay for twenty-one (21) or more years of service. Payments are made in the first paycheck in May to all eligible employees.

SECTION L

Teachers authorized by the Superintendent to drive their personal automobiles in the performance of designated duties shall receive a mileage allowance of the IRS established mileage reimbursement rate. The same allowance shall be given for the use of personal automobiles for authorized school business for the school district as designated by the Superintendent.

SECTION M

For each semester hour of credit earned at an accredited college or university beyond the Master's Degree, not to exceed thirty (30) hours whether earned prior or subsequent to employment by the Employer, forty two dollars (\$42.00) shall be paid annually in addition to the teacher's base salary for the 1988/89 school

year. Credits must be filed by official transcript prior to March 15 of each year at the office of the Superintendent of Schools.

SECTION N

Any teacher who earns a Master's Degree during the school year shall be compensated at the Master's level from the date the degree was granted. Extra hours compensation shall be prorated for the period from the date of the Master's Degree to the final day of the school year.

SECTION O

Upon approval of the Board, the Employer shall pay the cost of tuition for additional hours required for a teacher to meet North Central accreditation requirements. The decision of the Board to approve such a request does not create an obligation to approve any future request.

ARTICLE V

TEACHING HOURS

SECTION A

There shall be no sign in/out sheet.

SECTION B

SECONDARY

1. The teacher's normal teaching hours in the secondary schools shall be as follows:

	<u>High School</u>	<u>Junior High</u>
A. Teachers shall be at their assigned place of duty not later than	7:45 a.m.	7:45 a.m.
B. Unless permission is granted by the principal, teachers shall leave school no earlier than	2:40 p.m.	2:40 p.m.

Zero Hours

In the secondary schools, zero hours will alter the above time schedule, but teachers will not be assigned more than five (5) teaching periods and one (1) preparation period per day without the consent of the teacher and the Union. If consent is given, the teacher shall be compensated at one-sixth (1/6) of the individual teacher's base pay.

ELEMENTARY

(Note: Reduce elementary teacher work day by ten (10) minutes and add five (5) minutes of elementary instruction time.)

2. The teacher's normal teaching hours in the elementary schools shall be as follows:

- A. Teachers shall be at their assigned place of duty not later than 8:45 a.m.
- B. Unless permission is granted by the Principal, teachers shall leave school no earlier than 3:40 p.m.
- C. The normal teaching hours of Kindergarten teachers to be as follows:

9:00 a.m. - 11:30 a.m.
12:30 p.m. - 3:00 p.m.

Kindergarten teachers to report in and out of school at the same time as other elementary teachers.

SECTION C

Any teacher who repeatedly violates Section B of Article V shall have the matter brought to his attention by the administration. Continued violations may bring a loss of pay commensurate to the teacher's hourly rate and the time lost.

SECTION D

All teachers shall be entitled to a duty-free, uninterrupted, lunch period.

- 1. Secondary teachers' lunch period shall not be less than thirty (30) minutes in length.
- 2. Elementary teachers' lunch period shall not be less than fifty (50) minutes in length.
- 3. Teachers shall be free to leave the building during their lunch period.

SECTION E

Elementary teachers shall be provided with 150 minutes per week of preparation time.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

SECTION A

The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the junior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. No secondary teacher shall be assigned a schedule that requires more than three class preparations. It is recognized that it is essential for teachers to have adequate preparation time and, furthermore, that teachers of elementary art and music have special problems of preparation for classes of various grade levels and ability. A matter of value for consideration is the need to efficiently schedule all classes and activities for maximum effectiveness. Every effort will be made to develop a schedule which will allow for preparation time, relief time, and a reasonable number of class contacts per week. Such a schedule may be reviewed by the representatives of the Union with the opportunity of negotiating an acceptable schedule. In the event that a schedule is not agreed upon, the matter may be processed through the professional grievance procedure hereinafter set forth.

SECTION B

Counselors are to be released from classroom teaching during the school year after such assignment is given, except with the consent of the Union when the scheduling of classes necessitates a counselor being given a classroom assignment, or when a counselor requests that he be given a teaching assignment. Further, counselors are included under the provisions of Section D of this Article.

Guidance Department shall include all counselors in the school district.

SECTION C

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. (In an emergency, the Union will give consideration to such assignment by the Employer.) In such circumstances, no teacher will be assigned outside of his major or minor fields without the agreement of the Union and individual teacher.

SECTION D

Any individual teacher shall have the right to refuse to accept a class or any portion of any class for supervision due to the lack of a substitute teacher provided that in the secondary schools, if there is no volunteer to supervise in said situation and no available administrator to supervise, a teacher can be required to do so. Such requirement can be made of an individual teacher no more than once a week and shall be further subject to the limitations of the Special Education Rules and Regulations.

SECTION E

A teacher who accepts a class which requires a forfeiture of a preparation hour shall be compensated at the hourly rate of twenty dollars (\$20.00).

ARTICLE VII

TEACHING CONDITIONS

SECTION A

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Employer. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

SECTION B

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size shall not exceed the following maximums:

- 1. Kindergarten - 3 30 pupils
- 2. Grades 4 - 6 30 pupils
- 3. Special Classes for Mentally Handicapped Or Mentally Retarded 15 pupils
- 4. Elementary Physical Education 30 pupils
- 5. Elementary Music and Art 30 pupils

Secondary

- 1. English 30 pupils
- 2. Social Studies 30 pupils
- 3. General Education 30 pupils
- 4. Mathematics 30 pupils
- 5. Science 30 pupils
- 6. Language 30 pupils
- 7. Business 30 pupils
- 8. Typing 30 pupils
- 9. Industrial Arts 25 pupils
- 10. Drafting 25 pupils
- 11. Shops 25 pupils
- 12. Homemaking 25 pupils
- 13. Music 40 pupils
- 14. Art 30 pupils
- 15. Physical Education 40 pupils
- 16. Pool 30 pupils

Any changes from these maximums shall be with the consent of the Union.

It is agreed that the class size in the Industrial and Fine Arts sections shall not exceed the number of work stations available. In any event, without the consent of the Union, the class size maximums in the above schedule shall not be exceeded. This shall not be construed as a limitation on the Employer to expand present work stations.

The Employer may make adjustment in class sizes up to the end of the week following the th Friday count day.

The compensation for class overloads shall be dropped. However, it is recognized by both parties that the students who would make up those overloads must be accommodated. Therefore, the Union and administration will work cooperatively in the placement of all excess students. The Union will act in good faith and will not arbitrarily deny placement of excess students.

Elementary teachers who are assigned a split grade level shall be paid, in addition to their individual base salary, an amount equal to one-half ($\frac{1}{2}$) the extra hourly rate for each day the teacher is required to fill such position. (See Appendix C).

SECTION C

The Employer recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the necessary tools of the teaching profession. The Employer also recognizes the need for continuous evaluation of these educational tools and, therefore, agrees that authorized representatives of the Employer and the Union may confer from time to time for the purpose of considering suggestions, improvements and additions in the above-named areas.

It is also agreed that every reasonable effort will be made to maintain and supplement the facilities, equipment and materials.

Each staff member will be given the opportunity to submit requisitions for supplies for the following school year. It is desirable that the staff member making the requisition will be informed prior to September 15 if these supplies cannot be made available to him.

SECTION D

Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

SECTION E

The Employer shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teachers' use and at least one room, appropriately furnished and cleaned daily, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

Further, the Employer agrees to make available in each school typing and duplicating facilities.

The Employer shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. A complete dictionary shall be provided in each classroom.
4. One (1) typewriter and one (1) liquid duplicator in each lounge.
5. An annotated teacher edition for each teacher for each subject assigned.

SECTION F

In order to provide proper communications for teachers and to avoid time lost from teaching assignments, a telephone shall be made available in the teachers' lounges in each building for the exclusive use of the faculty. Maximums in each building are to be 2, except for Allen and Thorne which will be three (3) maximum if needed by the faculty.

SECTION G

In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be allowed to be installed (in an area not accessible to students and mutually agreed upon with the building administration) at the request of the Union and at no expense to the Employer. The net proceeds may be used for the existing Teachers' Fund, or as each building staff desires.

SECTION H

To ensure safety for pupils and staff, an anti-slip floor wax shall be used in all buildings.

SECTION I

Adequate off-street paved parking facilities shall be provided, maintained and posted for staff use only.

SECTION J

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher outside of his professional responsibility is not within the appropriate concern of the Board.

SECTION K

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or membership in or association with the activities of the Union. The Employer and the Union pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

SECTION L

No new teacher shall be employed by the Employer for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate provided that with written notice to the Union, an individual without a degree who is eligible for a vocational certificate from the Department of Education may be employed to teach in the area of his certification if authorized by the Department of Education, and if an individual with a degree and the necessary certification is not available.

SECTION M

Every teacher shall be given written notice of his assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, every teacher shall be notified and consulted. Only in extenuating circumstances beyond the control of the Employer shall changes in the teacher's assignment be made later than the 15th day of July preceding the commencement of the school year. In the event that a teacher is given an assignment to which he is opposed, the Union may discuss the problem with the Principal of the building and a sincere effort shall be made by the Principal to resolve the problem mutually.

SECTION N

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

SECTION O

Participation in the outdoor school program shall be offered to the fifth grade teachers first. In the event there is a shortage of participating fifth grade teachers, such assignments shall be posted. Inadequate responses to postings shall result in making assignments in least seniority order from among the elementary teachers, excluding special education, providing there is no demonstrable hardship which would preclude participation of teachers thus assigned.

SECTION P

1. Each counselor shall be provided with their own office (if possible).
2. Each counselor shall have a telephone in his office.
3. Attendance duties shall be relocated from the guidance office to the senior high school office or another area.
4. Counselors shall be given the flexibility to meet collectively at least one-half (1/2) day per month for the coordination and enrichment of the counseling program.
5. The Guidance Department in the senior high school and the junior high school shall be provided with secretarial service.
6. The counselors in the senior high school and the junior high school may be assigned one (1) extra week after the school year ends and one (1) extra week prior to school opening, when such assignments are requested by the Principal, in writing, to the Superintendent and approval of the Employer is given. The salary shall be prorated. On or before the last teacher attendance day, the counselors will be notified whether or not they will work one week prior to the first teacher attendance day. On or before April 1, the counselors will be notified whether or not they will work one week after the last teacher attendance day. The salary shall be prorated if the counselors work the extra week(s).
7. High school class schedules shall be mailed out to the students in August (if possible).

SECTION O

The Diversified Cooperative Coordinators:

1. Shall receive, in addition to their regular salary, a sum in the amount of \$500.00.
2. Shall have three (3) classes maximum in addition to coordination time.

SECTION R

The librarians in the senior high school and the junior high school may be assigned one (1) extra week after the school year ends and one (1) extra week prior to school opening, when such assignments are requested by the Principal in writing to the Superintendent and approval of the Employer is given. The salary shall be prorated.

ARTICLE VIII

TRANSFERS

SECTION A

Assignment and voluntary transfer of professional personnel shall be made by the Superintendent on the basis of the following criteria:

1. Qualifications of the teacher.
 - (a) Degree of competency
 - (b) Extent of experience
 - (c) Contributions which the teacher could make to students
 - (d) If the assignment is in the senior high school, accreditation requirement of the North Central Association of Schools and Colleges
2. Length of service in this school district. (Length of service shall be determined by totaling the amount of continuous employment in schools of the District and shall include all periods when the teacher was on Sabbatical Leave, Professional Leave of Absence or engaged in teaching related experiences.)
3. Other things being equal, when an assignment or transfer involves a promotion, preference shall be given to the teachers serving at that time.

SECTION B

The transfer request form shall be the vehicle for entry of all data pertinent to the request by the teacher for transfer and shall be used in the processing of such transfer.

1. The teacher shall complete in triplicate the transfer request form which may be obtained from his supervisor or the Personnel Department.

2. The supervisor shall discuss the transfer request with the teacher and enter his recommendation.
3. A transfer request shall be forwarded to the Personnel Office by the supervisor.
4. The request forms shall be forwarded to the receiving administrator from the Personnel Office who shall interview and make a written recommendation to the Personnel Office.
5. Requests processed in the Personnel Office shall receive one of the following actions of which the teacher shall be immediately notified.
 - (a) Approval: Transfer granted; copy forwarded to receiving supervisor.
 - (b) Tentative approval: For vacancies which may develop prior to commencement of school.
 - (c) Denial: Based upon criteria established in Article VIII, Section A.
6. A copy of the transfer request with a record of the final action shall be furnished to the teacher, sending supervisor, and the Union. One copy shall be retained in the Personnel Office.
7. Said request is understood to be in effect from the close of the school year to the first day of the next school year.

Transfer request form may be discussed with the Superintendent of Schools..

SECTION C

No involuntary transfer shall be made, except in cases of emergency or to prevent undue disruption of the instructional program. However, transfers of teachers may be made at mid-term to adjust assignments of teachers for a more effective utilization and distribution of the existing teaching staff among the student population and thereby avoid the employment of an additional teacher. The Superintendent shall notify the affected teacher and the Union, in writing, of the reasons for such transfer. If the teacher objects to such transfer, he may submit the dispute for resolution through the Professional Grievance Procedure.

SECTION D

The Union shall be notified of all vacancies to be filled or newly created positions as soon as reasonably possible after their occurrence.

SECTION E

Whenever any vacancy in any professional position in the District shall occur, the Employer shall publicize the same by giving written notice of such vacancy to the Union and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency, on a temporary basis until such vacancy shall have been posted for at least ten (10) days which includes Saturdays and Sundays.

SECTION F

Any teacher may apply for any vacancy. In filling such vacancy, the Employer agrees to make its decision based on the criteria as defined in Section A of this Article.

SECTION G

No teacher shall be denied the right to apply for transfer to a job vacancy for which he is qualified. Vacancies that occur during the school year may be filled with outside personnel until the end of the school year. These placements shall be considered tentative, however, and will be open for application at the end of the school year at which time the preference, assignment, and transfer provisions of this Article shall pertain.

SECTION H

Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

LEAVE DAYS

SECTION A

All regularly employed certified personnel shall be allowed leave days during the school year without loss of pay.

SECTION B

Eligible employees shall be permitted to accumulate, without limit, one (1) leave day per month (maximum of ten days) each school year in an accumulative leave-day bank.

SECTION C

Five (5) personal business leave days per school year will be granted in addition to Section B above. Any unused days will be added to the leave-day bank at the end of the school year. No personal business leave days will be granted after June 1st of the school year, except in case of emergency.

SECTION D

A leave-day bank shall be established for each eligible certified employee in the following manner:

Employees shall be credited only with leave days earned during the year. Any leave days accumulated at the close of the school year shall be carried forward, as a balance, at the start of the next school year. If an employee is absent in excess of his earned leave-day bank, deductions, in an amount equal to one (1) day's pay for each day of excess absence, shall be made from his salary check in the pay period following such excess absence. Reimbursement shall be made for such deductions at the end of the school year if the employee has earned leave days to his credit.

SECTION E

Absences which may be charged to an employee's leave-day bank are as follows:

1. Employee's personal illness or emergency illness in the immediate family.
2. Death in the immediate family, relatives, or close friends.
3. Employee's own wedding or wedding in the immediate family.
4. Personal business or emergencies.

SECTION F

Qualifications for use of leave days.

1. Employee's personal illness or emergency illness in the immediate family.
 - (a) Personal illness.
 - (b) Emergency illness in the immediate family (when no other arrangements can be made for necessary care).
2. Death in the immediate family, relatives, or close friends.
 - (a) The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or friend whose funeral arrangements the employee is responsible.
 - (b) The time allowable for each situation shall not exceed five (5) working days.
 - (c) Attendance at funerals of close relatives (other than the immediate family as defined in 2(a) above), and friends. The time allowable shall not exceed three (3) working days.
 - (d) Extensions may be granted under extenuating circumstances.

3. Employee's wedding or immediate family's wedding.
 - (a) The employee's own wedding. The time allowable shall not exceed five (5) working days.
 - (b) Attendance at weddings in the immediate family. The time allowable shall not exceed three (3) working days.
4. Personal business or emergency.
 - (a) Leave days for personal business must be requested in writing in advance through the office of the Superintendent of Schools, or his/her designated representative, and must be given in ample time. Requests for leave days for personal business prior to or immediately following a holiday and/or vacation shall be kept at a minimum and may not necessarily be granted.
 - (b) Other items of a nature of emergency approved by the Superintendent of Schools, or his/her designated representative.

SECTION G

Half-day absences: Employees reporting at the beginning of their work period shall be counted as absent one-half (1/2) day if they are forced to leave their work assignment because of illness or emergency situation any time after having been present three (3) hours, and the absence charged to their leave bank.

SECTION H

Absences with pay not chargeable against the employee's leave-day bank shall be granted for the following reasons:

1. Visitation of special programs in other schools and attendance at regional or State educational conferences as representative of subject area departments, including sports clinics or curriculum study groups, may be approved. Said approval originates with a written request from a teacher, or teacher group, on endorsement by the building Principal, and final approval by the Superintendent of Schools, or his/her designated representative. Normally, only one representative will be approved for each visitation or conference. Requests must be made with sufficient time for adequate consideration for approval. Reimbursement of expenses for participation under this Section is not the responsibility of the Employer.
2. Time necessary to take selective service physical examination, not to exceed one day per year.
3. Teachers injured in the course of their job, said injury recognized under the provisions of the Michigan Worker's Compensation Act. When said injury is the result of an accident, assault, or negligence on the part of the school district, the Employer will continue pay at the daily rate per contract, less the amount paid by Worker's Compensation, for a period up to a maximum of one hundred (100) days' pay. This is an exclusive payment during this period and no individual sick leave days shall be used.

4. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox.
5. A teacher who is called to and reports for jury duty shall be paid by the Employer for each day, or portion thereof, spent in performing jury duty if the teacher otherwise would have been scheduled to work for the District and does not work, an amount equal to the difference between (1) the teacher's regular straight time hourly rate, exclusive of any premiums for the number of hours spent on jury duty each day up to eight (8) provided that they otherwise would have been scheduled to work those hours and, (2) the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses). The Employer's obligation to pay a teacher for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year.

In order to receive payment under this Article, a teacher must give the Employer prior notice in writing that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to any teacher who, without being summoned, volunteers for jury duty.

Employer reserves the right to seek to get the teacher excused from jury duty in order to work.

6. Court appearance, as covered in Article XIV, Section D, or when a teacher has been subpoenaed as a witness.
7. Representatives for delegate assemblies called the State Educational Association shall consist of the president of the local union and/or an official designated. These meetings should include, but are not confined to, the following:
 - (a) Presidents' Conference.
 - (b) Leadership Conference.
 - (c) Delegate to Representative Assembly.
 - (d) Others as approved by the Superintendent of Schools.
8. Time for a grievant and necessary witnesses to participate in the Professional Grievance Procedure of this Agreement.

SECTION I

Central Leave Bank: Upon the depletion of the days in the central leave bank as of September 1, 1979, each member of the bargaining unit shall contribute one-half (½) day to refund the bank. It is understood that this refunding shall continue as necessary for the duration of this Agreement.

The bank shall be administered and the use of the bank's days shall be approved by the central leave-day bank committee. Two (2) members of the committee shall be appointed by the Union and the third member shall be appointed by the Superintendent. The committee shall establish rules, regulations, the number of days which may be granted in each case, and other procedures for its operation, provided:

1. A member of the bargaining unit shall be eligible for days from the central bank provided that he has been absent due to illness for fifteen (15) consecutive working days, and that he has exhausted all his accumulated leave days.

2. No member of the bargaining unit shall be provided with more days than it takes to fulfill the waiting period for long-term disability insurance coverage.

A teacher who does not qualify for long-term disability insurance benefits according to the provisions of the policy may be granted sick leave days from the bank commensurate with the number of days required to fulfill the waiting period for coverage as if covered for that disability.

3. Any member of the bargaining unit who is on an unpaid leave of absence or is on Sabbatical Leave shall not be eligible to use the central leave-day bank for the duration of the aforementioned leave.

ARTICLE X

LEAVES OF ABSENCE

SECTION A

Provisions for leaves of absence: It shall be the policy of the school district to grant leaves of absence for the following reasons:

1. Health
 - (a) Personal illness (physical or mental).
 - (b) Care of sick member of immediate family.
2. Maternity (See Article XVII, Section K).
3. Study in an institution of recognized rank.
4. Travel and work experience related to education.
5. Exchange teaching.
6. Military Service.
7. Sabbatical Leave.
8. Any other leave deemed appropriate by the Board of Education.
9. Campaign for or serve in public office.
10. Peace Corps or National Teacher Corps (NTC).

SECTION B

Eligibility for leave: Any teacher or certificated personnel who has two or more years of service in the school district is eligible for a leave of absence (exception - Military and Sabbatical Leaves).

SECTION C

Length of Leave: The original leave of absence may be for the remainder of a semester, the remainder of a school year, or for a complete school year. Upon notification to the Board of Education, a leave of absence may be extended for one (1) semester or one (1) year. A leave of absence shall not end during a semester except by special permission.

SECTION D

Procedure for application: Application for a leave of absence shall be submitted, in writing, to the Superintendent of Schools, who shall process said application in accordance with the direction of the Employer. Applications shall be filed at least one (1) month before the requested beginning date of said leave. Failure to provide such notification may result in the denial of the request. Emergencies will be given consideration. An extension to a leave shall be required at least one (1) month before the termination of the original leave.

SECTION E

Status during leave of absence:

1. Except where otherwise provided, all leaves of absence shall be without pay (See Article XII, Section C).
2. Leave-day bank shall remain as of the balance at the beginning of the leave. The employee shall return on the same level of the salary schedule as of the beginning of the leave of absence.
3. Partial years shall be prorated according to procedures approved by the Board of Education.
4. Leave days and holidays shall not accrue during a leave of absence.

SECTION F

Return to duty:

1. A leave of absence is granted with the expectation of the employiye returning to an assignment at its termination. Since each position is usually manned during a leave of absence either by a temporary or permanent employee, it is therefore necessary to know the intent of the person on leave to make necessary arrangements. Therefore, it is the responsibility of an employee on leave of absence to give written notice to the Superintendent of Schools not less than sixty (60) days before the resumption of duty or the termination of leave, whichever is the latter date. Failure to give such notice releases the Employer of the responsibility to provide an assignment and employment.
2. The Employer cannot guarantee the return of an employee to a specific building, grade level, or special assignment at the conclusion of a leave of absence. Every possible effort will be made to return an employee to the same or a comparable assignment as that held prior to going on leave. Returning tenure teachers shall receive preference over first year teachers.

3. The Employer will require medical clearance when the leave has been for emotional or mental purposes. When advisable, the Employer may require a physical examination when the condition would indicate it is needed. The Employer shall pay for any required examination.

SECTION G

Sabbatical Leave:

1. Authorization
 - (a) Sabbatical leaves of absence may be granted to members of the teaching staff of Westwood Community School District. The granting of such leaves is subject to the approval of the Employer, upon recommendation of the Superintendent, when in its considered judgment, the professional competence and welfare of the schools will be benefitted.
 - (b) The rules and regulations of the Westwood Community School District Sabbatical Leave Program shall be interpreted in accordance with Section 1235, School Code of 1976-M.S.A.-41235.
2. Eligibility and qualifications.
 - (a) Any teacher employed by the District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:
 - (1) Applicant must hold a Life or Permanent Certificate.
 - (2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the district.
 - (3) Sabbatical Leave may be granted to not more than two (2) staff members in any one year.
 - (4) Sabbatical Leave may be granted for one (1) full semester or two (2) full consecutive semesters.
 - (5) The applicant signs an agreement to return to service with the Westwood Community School District Board of Education immediately on termination of his sabbatical leave and to continue service for a period of one (1) year (unless causes beyond his control prevent), or to refund, within two (2) years, any compensation received from the Employer while on leave, except when the Employer shall waive such obligation.
3. Purpose of Sabbatical Leave.
 - (a) Sabbatical Leave is given to teachers to permit them to improve their ability to render education service. Such improvement is usually achieved by formal study, research, and travel.
 - (b) The following information shall be presented in the application.
 - (1) For formal study - A program of study at an accredited college or university should be briefly outlined.

- (2) For research - A program of research under the guidance of competent research personnel should be briefly outlined.
 - (3) For travel - A plan, including the proposed itinerary, shall be submitted.
 - (4) For other reasons - A plan shall be submitted stating the professional objectives which are sought.
4. Application requirements.
- (a) Written application for Sabbatical Leave must be filed with the Superintendent not later than October 1st for a second semester leave; by April 14th for a first semester leave.
5. Requirements and status while on Sabbatical Leave.
- (a) Financial Policies.
 - (1) Compensation for a staff member on Sabbatical Leave shall be one-half ($\frac{1}{2}$) of the salary he would receive were he on active staff status.
 - (2) Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with provisions of the Board for payment of salary to other members of the teaching staff.
 - (3) On returning from Sabbatical Leave, the employee shall be entitled to the automatic salary schedule increment as though he had been in continuous service in the school system.
 - (4) The leave-day bank balance shall remain the same as the balance was at the beginning of the leave.
6. Reports required.
- (a) The Superintendent shall require, and the employee shall promptly furnish, a report containing sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner. In the event the Superintendent shall find that the employee is not fulfilling the agreement, the entire sum paid to the employee shall become immediately due and all future payments shall cease.
 - (b) This rule does not apply in cases wherein the person becomes incapacitated to work.
7. Status upon returning.
- (a) At the expiration of a Sabbatical Leave, the employee shall be restored to his position, or to a position of like nature, seniority, status, and pay.
8. Recognition of longevity.
- (a) All other factors being equal, the person with the greatest longevity shall be granted the leave.

ARTICLE XI

TERMINATION OF SERVICES

SECTION A

A teacher who terminates employment with the school district under the provisions of retirement shall also be eligible for severance pay on the basis of pay for one-half (1/2) of the accumulated days in the leave bank. Coverage in group hospitalization will be in accordance with current contracts with underwriters and the premium will be the responsibility of the retired employee. In case of death, the severance pay shall be paid to the estate of the employee. Retirement shall be defined according to the provisions of the Michigan Public School Employees Retirement System.

SECTION B

A teacher who terminates employment with the school district in a satisfactory manner, i.e., at least sixty (60) days' notice of termination and satisfactory record, shall be eligible for severance pay on the basis of pay for one-half (1/2) of the accumulated days in the leave bank, up to a maximum of thirty (30) days' actual pay. All other benefits cease at the time of termination of employment, except as provided in Article XII, Section C.

SECTION C

A teacher who is discharged or who terminates his employment without at least sixty (60) days' notice of termination, or whose work record is unsatisfactory, shall not be eligible for benefits identified in Section A or B above. Special consideration shall be given for emergencies that may arise involving the voluntary termination of employment.

SECTION D

All payments made under the provisions of this Article shall be made at the rate of pay of the last full-time assignment of the employee in the school district.

ARTICLE XII

INSURANCE PROTECTION

SECTION A

The Employer agrees to furnish to all teachers the following MESSA PAC protection, without cost to the teacher:

- MESSA Care I Health Insurance *
- Dental Plan 80-80-50 MBL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD**

The Board will reimburse teachers for out-of-pocket expense required to meet the required \$50.00/\$100.00 deductible. The teacher will make application for reimbursement through submission of statements from MESSA at the time the complete deductible has been met, but not later than the end of January following the deductible year (Jan. 1 - Dec. 31). Application for reimbursement of partial satisfaction of deductibles shall only be made through submission of statements from MESSA during said January.

Payment of reimbursement will be made no later than one month following submission.

** Long-term disability insurance protection for teachers shall provide a benefit of 66-2/3 percent of the teachers monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$2,000.00 per month, which shall begin upon the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
2. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty-four (24) months unless confined to a hospital or institution.
3. Offsets for other income benefits such as Worker's Compensation, retirement systems or plans and Social Security with Social Security Freeze.
4. Maximum duration of benefits in the case of any one period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of thirty-six (36) consecutive months for disabilities commencing on or after age 60 but prior to age 65 and a maximum of twenty-four (24) consecutive months following the end of the qualifying period or age 70 whichever occurs first for disabilities commencing on or after age 65 but prior to age 70.

Employees not needing health insurance may select Plan B. Outline of the benefit levels of Plan B as follows:

- Dental Plan 80-80-80 MBL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD** (Same as Above)

Teachers who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a payment of fifty Dollars (\$50.00) each month, to be paid directly to an annuity account with the institution of the teacher's choice from among those offered by the Employer or may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of fifty dollars (\$50.00) each month. The optional benefit plan will be implemented in any manner required by law to preserve the nontaxable status of the health insurance plan.

There shall be no change from the MESSA PAC Plan prior to September 1, 1993. Should the plan be switched to a plan other than the MESSA PAC Plan, there will be no reduction or loss of any benefit or extent of coverage from those of the MESSA PAC Plan in effect at the time of the switch.

The MESSA PAC Plan shall continue to serve as the standard specifications for minimum coverage to be provided by any other plan following any such switch, including any adjustments in benefits and extent of coverage made after the switch.

SECTION B

A teacher must comply with all requirements of the insurance carrier for application and enrollment. A teacher must notify the Employer promptly of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Employer may make periodic requests for this data. Where applicable, the Employer may cover two or more teachers under one premium, with one employee designated as the insured and any others as dependents.

ARTICLE XIII

TEACHER EVALUATION

SECTION A

The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated a minimum of two (2) times during the school year, two months following the teacher's commencement of service, 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

Evaluations shall be conducted by the teacher's principal working in the same building or a supervisor otherwise familiar with the teacher's work who shall be designated by the Superintendent.

SECTION C

Each observation made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

SECTION D

Within ten (10) working days after the observation, the written evaluation shall be given to the teacher and a personal interview shall be held. The teacher shall have the right to attach to the evaluation form any comments he feels pertinent. The teacher's signature on an evaluation form does not necessarily imply agreement. All evaluations shall be based upon uniform and valid criteria for evaluating professional growth.

SECTION E

No later than March 15 of each probationary year, the final, written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall also be furnished to the teacher concerned no later than March 15. If the report contains any information not previously discussed with the teacher, or made known to the teacher, the probationary teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher of the reasons, therefore, in writing with a copy to the Union with the approval of the teacher concerned and provide for a hearing where requested, and the Employer will be factual in its documentation of its reasons.

SECTION F

A committee composed of three representatives selected by the Association and three representatives selected by Administration will meet to develop a revision of the evaluation instrument, with a target date of the end of the first semester, 1991-92 school year, to accomplish this task. Upon mutual agreement of the parties, this completion date may be extended.

SECTION G

Each teacher shall have the right, upon request, to review the contents of his own personnel file. Said review is to be in the presence of an authorized representative of the Superintendent of Schools. A representative of the Union may be requested to accompany the teacher in such review. Confidential teaching credentials and related personal references normally sought at the time of employment are specifically exempted from review.

SECTION H

A teacher shall at all times be entitled to have present his choice of a representative of the Union when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. A teacher shall be notified by an administrator requesting a conference (if the conference be disciplinary in nature) and the teacher shall be given time for a representative of the Union to be present at the conference if the teacher so desires. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present, provided that the Employer shall not be required to delay such action longer than three (3) working days.

ARTICLE XIV

PROTECTION OF TEACHERS

SECTION A

The Employer 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, the Employer will relieve the teacher of responsibilities with respect to such pupil upon consultation and mutual arrangements between the teacher and principal of the building.

SECTION B

Any case of assault upon a teacher while acting within the jurisdiction of his assignment by the Employer, shall be promptly reported to the Employer or its designated representative. This representative shall then so inform the Employer immediately. The Employer will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

SECTION C

If any teacher, while acting within the jurisdiction of his assignment by the Employer, is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Employer shall provide legal counsel and may render all necessary assistance to the teacher in his defense. If the Employer chooses not to render all necessary legal assistance to the teacher and said teacher is not found guilty in a court of competent jurisdiction, the Employer shall pay for all reasonable and necessary legal expenses incurred in the defense of said teacher.

SECTION D

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

SECTION E

The Employer will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while in the line of duty in the school or on the school premises up to one hundred dollars (\$100.00) per incident, with the teacher paying the first ten dollars (\$10.00) per incident provided the teacher is not negligent and agrees to cooperate with the Employer and authorities on recovery and prosecution. If a teacher is injured while in the line of duty, expenses incurred for medical, surgical, and hospital care in excess of those covered by hospitalization insurance provided by the Employer, will be the responsibility of the Employer.

SECTION F

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 by the principal or the Superintendent.

If a charge of a breach of professional ethics is issued against a teacher, the Union will investigate such charges and appropriate action will be taken by the Union. The Union shall notify the Superintendent of the results of their investigation and action in writing.

A teacher shall have the right to respond to parent criticisms, evaluative reports and matters disciplinary in nature which are included in his file. Such response will be included in said file:

SECTION G

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

SECTION H

A teacher may remove a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will send or bring the student to the office and furnish the principal, or other appropriate person within twenty-four (24) hours a written report containing full particulars of the incident. Within twenty-four (24) hours of the submission of the written report, the teacher shall be notified by the principal or his representative of what action has been taken to prevent a recurrence of the situation which led to the removal of the student. If no action has been taken by the principal or his representative, the teacher shall be informed of the reason thereof.

ARTICLE XV

NEGOTIATION PROCEDURES

SECTION A

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The Union shall identify to the Employer the names of those authorized to act as its representatives both for negotiations and for other representation as required in this Agreement.

SECTION B

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

SECTION C

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Employer and a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, counterproposals, and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION A

A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

SECTION B

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by the Union representative of his choice.

SECTION C

If, as a result of the informal discussion with the building principal, a grievance still exists, he may evoke the formal Grievance Procedure on the form set forth in Appendix H signed by the grievant and a representative of the Union, which form shall be available from the Union representative in each building. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her. (See Section E for the time limits for disposition of the grievance at the Superintendent level.) The grievance must be filed within fifteen (15) school days from the date of occurrence. For the purposes of this Article, during the summer recess "school days" shall be defined as days which are not Saturday, Sunday or holidays.

SECTION D

Within three (3) school days of receipt of the written grievance, the principal shall meet with the Union in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance, in writing, within five (5) school days of such meeting, and shall furnish a copy thereof to the Union.

SECTION E

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, or eight (8) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) school days, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance, in writing, within ten (10) school days of such meeting, and shall furnish a copy thereof to the Union.

SECTION F

If the Union is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration, provided that written notification to the Superintendent of this intent is submitted to him/her within thirty (30) days after the receipt of his/her disposition or thirty (30) days after the expiration of the time limits in Section E. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Employer and the Union shall not be permitted to assert in such arbitration proceeding any group or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

SECTION G

The costs of the arbitrator shall be shared equally by the parties.

SECTION H

A written grievance once submitted for disposition may not be altered, rewritten, changed or modified. New evidentiary information pertaining to the grievance as submitted may be brought forth at any time during the Grievance Procedure, but the discovery of such information shall not extend the time limits nor alter the basis of the grievance.

SECTION I

A written grievance submitted for disposition by the Union may be withdrawn without prejudice of future interpretation of the Agreement by the Union at any level of the Grievance Procedure.

SECTION J

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, suspended, or disciplined, he shall be reinstated with full reimbursement of all compensation lost. If he shall have been found to have been improperly deprived of any professional compensation, benefit, or advantage, the same or its equivalent in money shall be paid to him.

SECTION K

The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement of the parties.

SECTION L

Protection of grievant: If any individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present and represent the grievant, 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 teacher shall be the sole responsibility of the Union.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

SECTION A

The Employer agrees to maintain an adequate list of substitute teachers at the Board of Education Central Office. The procedures for maintaining and assigning of substitute teachers shall be the responsibility of the Superintendent of Schools or his/her designee.

In the event the performance of a substitute teacher is deemed to be unsatisfactory, as indicated by a regular teacher, said teacher may make a request (in writing) that the eligibility of the substitute teacher be reviewed.

Teachers shall be informed of a telephone number they may call at the Central Office to report their unavailability for work. Teachers shall call at least one (1) hour before reporting time.

SECTION B

The Union shall be duly advised by the Employer of fiscal, budgetary and tax programs affecting the District, and the Union shall, whenever feasible, have the opportunity in advance to consult with the Employer with respect thereto prior to general publication.

SECTION C

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

SECTION D

Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now employed or hereafter employed by the Employer.

SECTION E

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

SECTION F

The district director of the Union, or an officially designated representative, shall be released from teaching duties, without loss of pay, two (2) days per month to perform local Union business. Said release from teaching duty on the part of the district director, or representative designee, shall be made known to the school Principal affected by the district director in sufficient time to permit the arrangement of obtaining a substitute teacher.

SECTION G

In special fields such as remedial reading, special education and other special areas of need, the Employer agrees to employ teachers as such needs become evident and as monies permit, and to the extent that the facilities and qualified teachers for special classes are available.

SECTION H

The Employer agrees to implement the curriculum in such manner that all children shall have comparatively equal educational opportunities in all phases of the school program.

SECTION I

The coordinator of Special Services is not part of this Agreement. This is a secondary assignment, not a primary assignment.

SECTION J

1. Maternity leave of up to one year shall be granted to a member of the bargaining unit upon written request and upon proper certification of pregnancy by the employee's physician.
2. The leave will commence at a time solely determined by the employee in consultation with her 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 case of emergency, the 30 day notice may be waived.

3. Reinstatement to the same or similar teaching position shall be granted upon the termination date of said leave provided the employee, in consultation with her physician, deem it advisable to return to service. A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with her prior teaching experience.
4. A member of the bargaining unit adopting a child may receive a similar leave which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent. It is understood that said leave is for the purpose of the care and custody of the adopted child.
5. The above leave may be extended, at the discretion of the Employer, upon written application by the teacher, provided that, said application is submitted sixty (60) days prior to the resumption of duty. In cases of emergency, the sixty (60) day notice may be waived.

SECTION K

Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher simultaneously. A teacher shall receive the total amount of compensation received from the sponsoring university or college.

SECTION L

All achievement tests shall be machine scored, if possible.

SECTION M

A military leave, not to exceed four (4) years, except in time of world crisis, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. To ensure a position in the District, the individual shall return to the District within ninety (90) days after honorable discharge. The individual shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

SECTION N

A leave of absence of up to two (2) years shall be granted to any teacher upon written application for the purpose of serving as an officer of the State Association on its staff. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

SECTION O

Whenever a vacancy in the bargaining unit is posted, the Employer agrees that unemployed teachers from school districts whose teachers are represented by the Wayne County MEA/NEA shall be interviewed for the vacancy provided their applications are on file within the posting period and the applicant agrees to appear at the time designated by the administration. The Employer shall notify the office of the Union of all vacancies.

ARTICLE XVIII

INTER-GROUP RELATIONS

SECTION A

The Union and the Employer mutually agree that our religious and democratic heritage demands that every opportunity be taken to enhance human dignity and to nurture the development of every individual to his highest potential. Further, that there is no more important keystone to our democratic ideals than the inter-group education goal of achieving equal opportunity for all in all areas of school and community life.

SECTION B

Therefore, in order to implement this accordingly, the parties agree to the following:

1. The establishment of an inter-group committee consisting of:
 - (a) Four (4) Union representatives.
 - (b) One (1) Employer representative.
 - (c) Four (4) members from the Administration as follows:
 - (1) One (1) central administrator.
 - (2) One (1) high school administrator.
 - (3) One (1) junior high administrator.
 - (4) One (1) elementary administrator.
 - (d) Four (4) community representatives to be selected mutually.
2. Meetings of the inter-group relations committee shall be conducted on other than school time. Any exceptions to this paragraph shall be by mutual agreement.

SECTION C

The committee shall be charged with the responsibility to study and submit the Union and the Employer recommendations for implementing the following:

1. Programs of curriculum improvement with an inter-group education emphasis.
2. Provisions for in-service training of teachers and administrators to assist them in the development of their understandings and proficiencies in the teaching of human relations.
3. Selection of materials to implement the program.
4. Budgetary recommendations necessary for purchase of these supplies and materials.

SECTION D

The Union and the Employer agree that fully integrated school buildings and classrooms may produce better learning habits, environment, and improved relationships among all people. Therefore, every effort will be made immediately to bring about these changes. This shall be a function of the Inter-Group Relations Committee.

Upon receipt of the recommendations, the Union and the Employer will meet to discuss the development of a plan that will culminate in the implementation of those recommendations.

ARTICLE XIX

CONTINUITY OF OPERATIONS

SECTION A

Nothing in this Article shall require the Employer to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

The school administration will notify the Michigan Law Enforcement Information Network not later than 6:00 a.m. in the event school has been called off.

SECTION B

1. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district, there is a substantial decrease in the revenues of the school district, or there are other substantial budgetary considerations which shall have a detrimental effect on the district.
2. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year, or portion thereof, unless said teacher shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff, provided that no teacher shall be laid off except at the end of the first semester or at the end of the school year.
3. In the event that reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used in determining the order of retention:
 - (a) Those teachers with the longest period of service in the school district who possess a permanent, life or provisional teaching certificate shall be retained; provided that such certification qualifies a teacher for a position and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph and provided that tenure teachers are retained over probationary teachers.

Seniority is defined in Article VIII, Section A. It is understood that the initial date of employment shall be the first date of service provided by a teacher.

- (b) If two or more teachers are found to have equal status in (a) above, the teacher possessing the most teaching experience shall be retained.

- (c) If two or more teachers are found to have equal status in (a) and (b) above, the teacher possessing a Master's Degree shall be retained over a teacher who possesses a Bachelor's Degree.
 - (d) If two or more teachers are found to have equal status in (a), (b) and (c) above, the teacher possessing the greatest number of hours beyond his degree shall be retained.
 - (e) If two or more teachers are found to have equal status in (a), (b), (c), and (d) above, the teachers to be retained shall be determined through random selection in a manner to be determined by the Union.
4. In the event of layoff, the Employer will institute a recall procedure which, when implemented, will ensure teachers that they will be recalled in the reverse order of layoff provided that the certification requirements of paragraph 3(a) are maintained. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated in the necessary reduction in personnel.

In the event of recall, the Employer shall notify a teacher of recall by registered letter at his/her last known address. A teacher shall have fifteen (15) calendar days from receipt of the letter to notify the Employer of his/her intent to return and must be able to return within thirty (30) calendar days of said receipt. It is understood that failure of the teacher to meet the time limits above shall be considered the resignation of said teacher. This is not to be construed as to prevent a teacher who has notified the Employer of his intent to return and who is eligible for use of the sick bank or for an approved leave from retaining employee status and the aforementioned rights.

In the event no receipt signed by the teacher is returned to the Employer within fifteen (15) calendar days, the Employer shall notify the Union. The Union and the Employer shall make all reasonable efforts to contact the teacher. If the teacher is not located within an additional fifteen (15) calendar days, thirty (30) days from the date of the registered letter, the position shall be filled by the next senior member who is certified for that position from the layoff list. If the position cannot be filled from the layoff list, the position shall be declared vacant and shall be filled in accordance with the provisions of this Agreement.

If a teacher is not located within the thirty (30) days, said teacher shall be given sixty (60) days to notify the Employer that he/she is interested in a position and provide an address through which he/she may be contacted. Until such notification, said teacher shall waive his/her seniority rights. Failure to notify within sixty (60) days shall be considered a resignation. If a teacher notifies the Employer as required above, said teacher shall be placed on the layoff list with all rights to which he/she was entitled under this Article.

- 5. No new teachers shall be employed by the Employer while there are teachers of the district who are laid off, unless there is no laid off teacher with the proper certification to fill a vacancy which is created by attrition.
- 6. The layoff period shall be defined as that length of time during which the Employer is obligated to notify and recall any teacher who has been laid off due to a necessary reduction in personnel, as defined in this Article.

The layoff period for a probationary teacher shall be one (1) year. The layoff period for a tenure teacher shall be as defined in the Michigan Teacher Tenure Act.

It is understood that the layoff period shall begin the first day of the semester following the notification of the layoff.

7. The Employer shall provide to laid off teachers with two (2) or less years' seniority insurance benefits as established in this Agreement for ninety (90) days. The Employer shall provide to laid off teachers with more than two (2) years' seniority the aforementioned benefits for one hundred eighty (180) days.

The Employer shall have no obligation to provide these insurance benefits to a laid off teacher who commences employment as a teacher or in another related educational capacity with a school district or other public agency.

SECTION C

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

SECTION D

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 cause for any work interruptions, i.e., work stoppages, withholding of services, during the period of this Agreement.

ARTICLE XX

PROFESSIONAL IMPROVEMENT

SECTION A

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

SECTION B

The Employer agrees to provide upon application and with the approval of the Superintendent the necessary funds for teachers who desire to attend select professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Employer, as well as the cost of the substitute teacher needed to relieve the participant. A teacher shall attend without loss of compensation.

SECTION C

At the request of the Union, or on the Employer's initiative and with the approval of the Superintendent, arrangements shall be made 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 qualification

to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. Registration and course fees are not to be absorbed by the Board of Education.

ARTICLE XXI

MAINTENANCE OF STANDARDS

SECTION A

All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed.

SECTION B

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be altered or increased without prior consultation or negotiation with the Union.

ARTICLE XXII

ACADEMIC FREEDOM

SECTION A

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 teacher and student is encouraged.

SECTION B

Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XXIII

CURRICULUM COUNCIL

SECTION A

An advisory curriculum council is hereby established by the Employer and the Union for the Westwood Community Schools to study, evaluate, and make recommendations to the Superintendent of Schools concerning curriculum study and revision. The purpose of the council shall be to promote continuity in the development and appraisal of the instructional program, kindergarten through twelfth grade.

The Employer agrees that consistent curriculum improvement is of paramount value and that continued effort will be made through recommendations from the Curriculum Council to improve the curriculum in all areas. The Superintendent may recommend approval of the Curriculum Council recommendation or withhold recommendation. Any change in the recommendations from the Curriculum Council shall be by mutual agreement between the Superintendent and the Union and will be endorsed accordingly.

SECTION B

Curriculum council shall consist of:

1. A senior high council that shall be composed of:
 - (a) One (1) representative from each department, elected by the teachers from the individual department.
 - (b) One (1) administrator from the high school.
 - (c) One (1) Union representative, ex-officio.
2. A junior high council that shall be composed of:
 - (a) One (1) representative from each department, elected by the teachers from the individual department.
 - (b) One (1) administrator from the junior high.
 - (c) One (1) Union representative, ex-officio.
3. An elementary council that shall be composed of:
 - (a) One (1) teacher in the lower and one (1) teacher in the upper elementary from Daly and Thorne elected by the teachers in each school.
 - (b) One (1) administrator from the elementary schools.
 - (c) One (1) Union representative, ex-officio.

SECTION C

The Employer shall recognize the establishment of curriculum councils at the elementary, junior high and senior high levels.

These councils:

1. Shall serve as channels of communication throughout the district to relate the needs and exchange the ideas of teachers relevant to curriculum.
2. Each council shall have a chairman and a recorder.
3. Each council shall have the authority to form committees for special needs.
4. Recommendations made by these councils shall be forwarded directly to the Assistant Superintendent of Curriculum who shall be an ex-officio member of each council. The Assistant Superintendent of Curriculum shall forward these reports to the Employer with his recommendations.

Duties of the curriculum councils shall include, but not be limited to:

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

Regularly scheduled meetings shall be held once a month. Each council shall determine its meeting day. The meetings shall be scheduled for two (2) hours. The Employer shall provide each member of the various councils a minimum of one (1) hour of released time per meeting.

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

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

Each council shall determine its procedures for efficient operation.

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

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1991 and shall continue in effect until the 31st day of August, 1995. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

UNION

EMPLOYER

Elaine M. Miller
President, Wayne County MEA/NEA

John F. DeShutts
President

Mary Lorraine Pomeroy
Union Vice President

Barbara A. McCoy
Vice President

William H. Dunn
Union Secretary/Treasurer

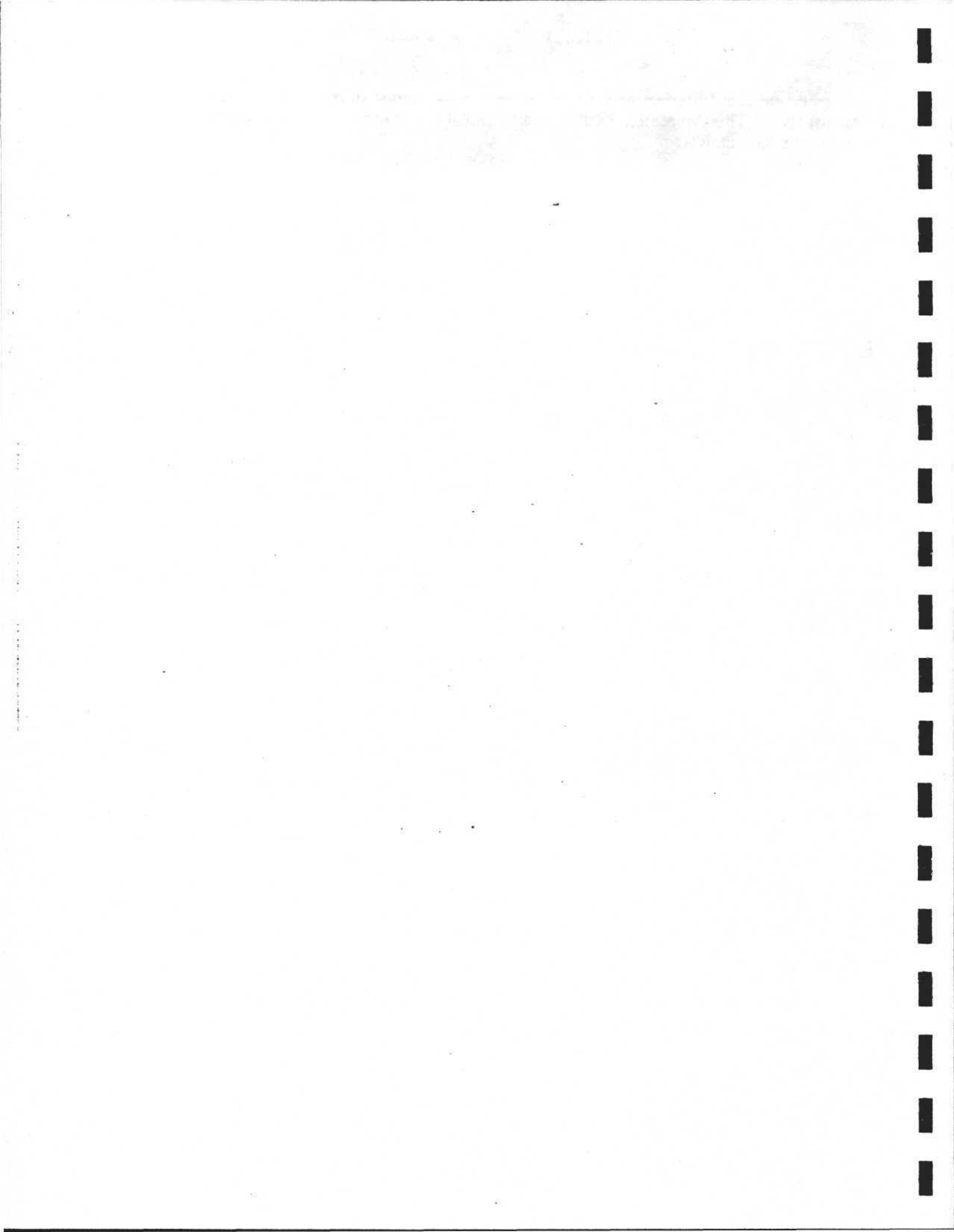
Anna Hardy
Secretary

Laura R. Dondrud
Treasurer

Robert W. McLellan
Trustee

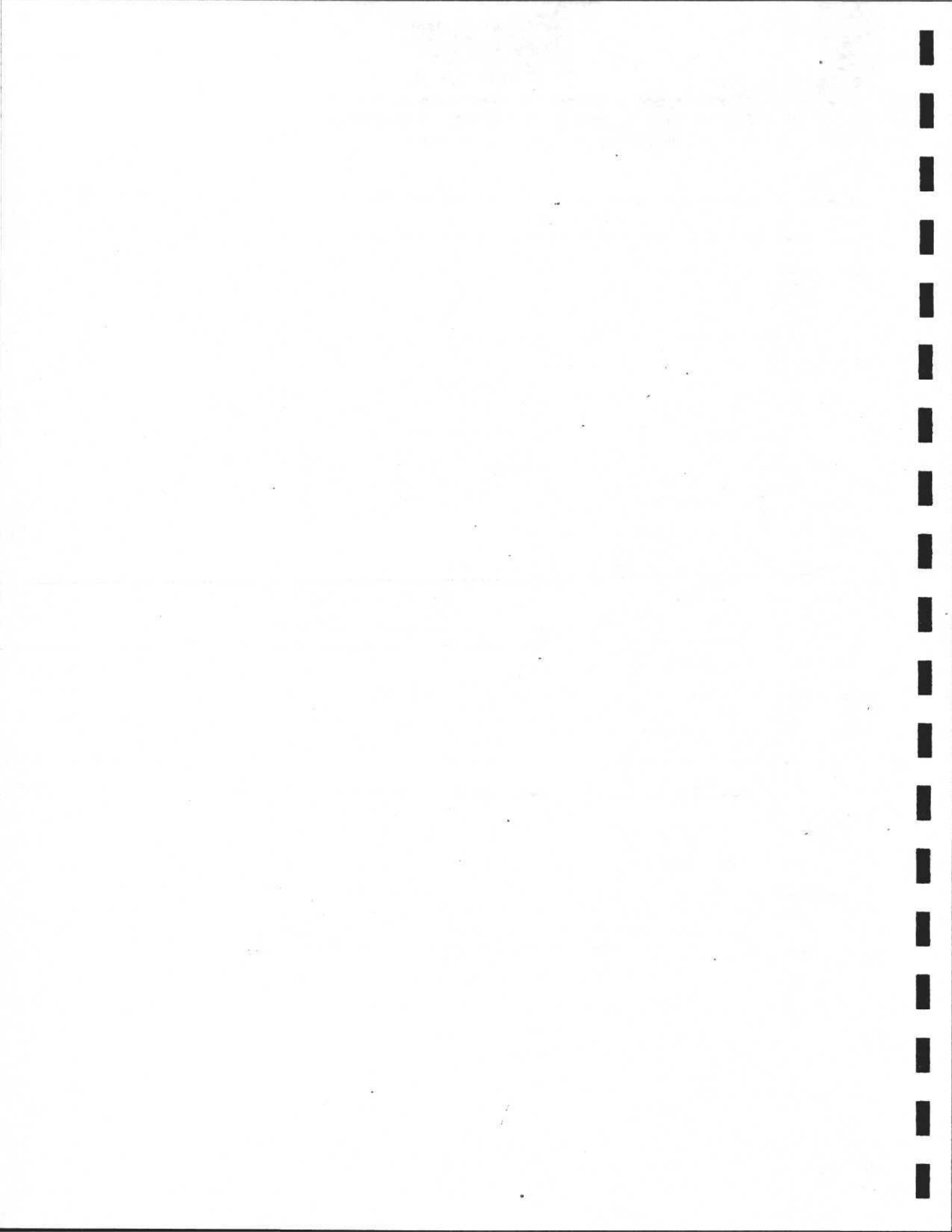
Robert L. Rich
Trustee

[Signature]
Trustee



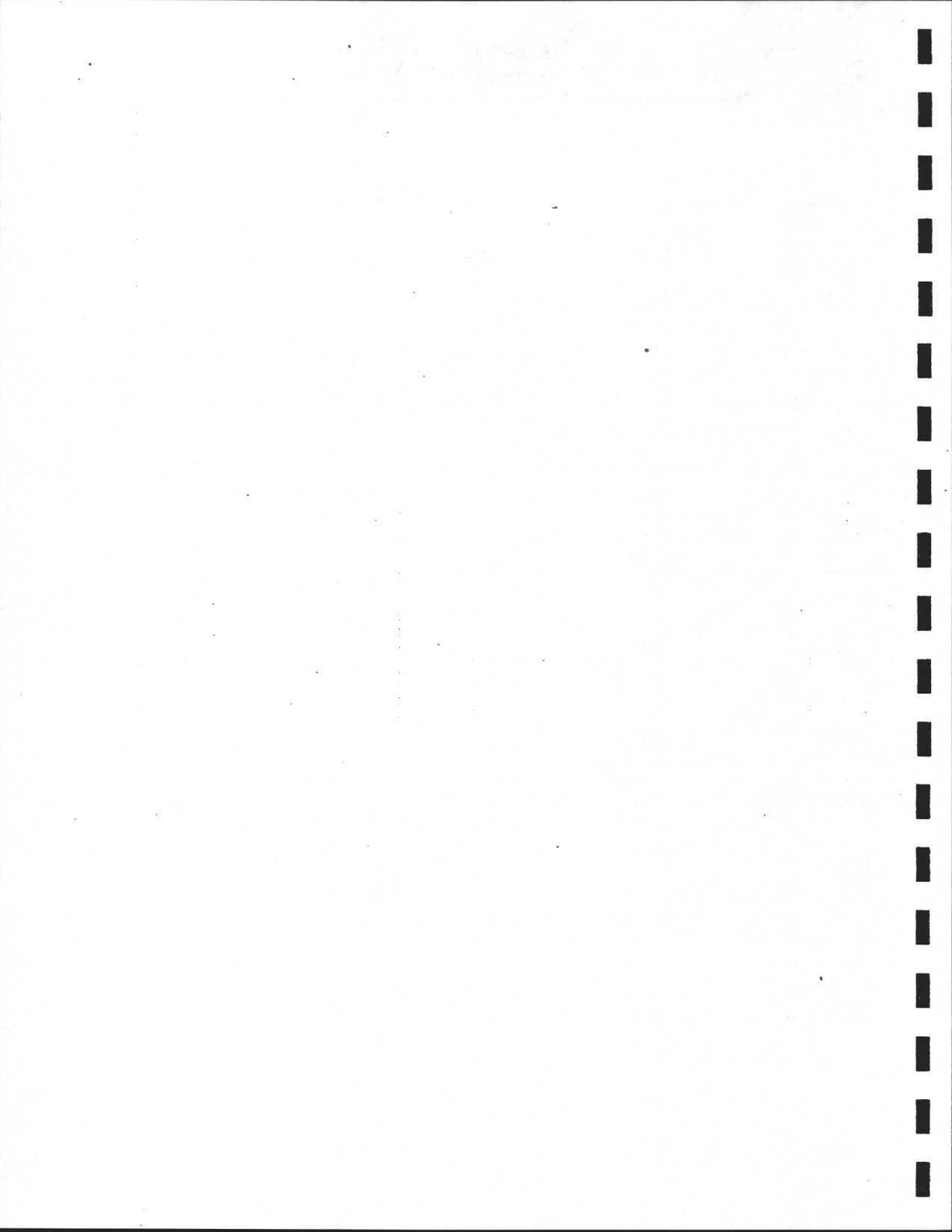
APPENDIX A
BACHELOR'S SALARY SCHEDULE

Step	1991/92	1992-93	1993/94	1994/95
1	27,286	28,991	30,803	32,728
1½	27,574	29,297	31,128	33,074
2	27,862	29,603	31,453	33,419
2½	28,440	30,218	32,107	34,114
3	29,014	30,827	32,754	34,801
3½	29,732	31,590	33,564	35,662
4	30,447	32,350	34,372	36,520
4½	31,312	33,269	35,348	37,557
5	32,173	34,184	36,321	38,591
5½	33,180	35,254	37,457	39,798
6	34,186	36,323	38,593	41,005
6½	35,265	37,469	39,811	42,299
7	36,344	38,616	41,030	43,594
7½	37,486	39,829	42,318	44,963
8	38,638	41,053	43,619	46,345
8½	39,932	42,428	45,080	47,898
9	41,224	43,801	46,539	49,448
9½	42,587	45,249	48,077	51,082
10	43,955	46,702	49,621	52,722
BA + 30	45,305 (\$45/hr)	48,142 (\$48/hr)	51,251 (\$51/hr)	54,342 (\$54/hr)



APPENDIX A
MASTER'S SALARY SCHEDULE

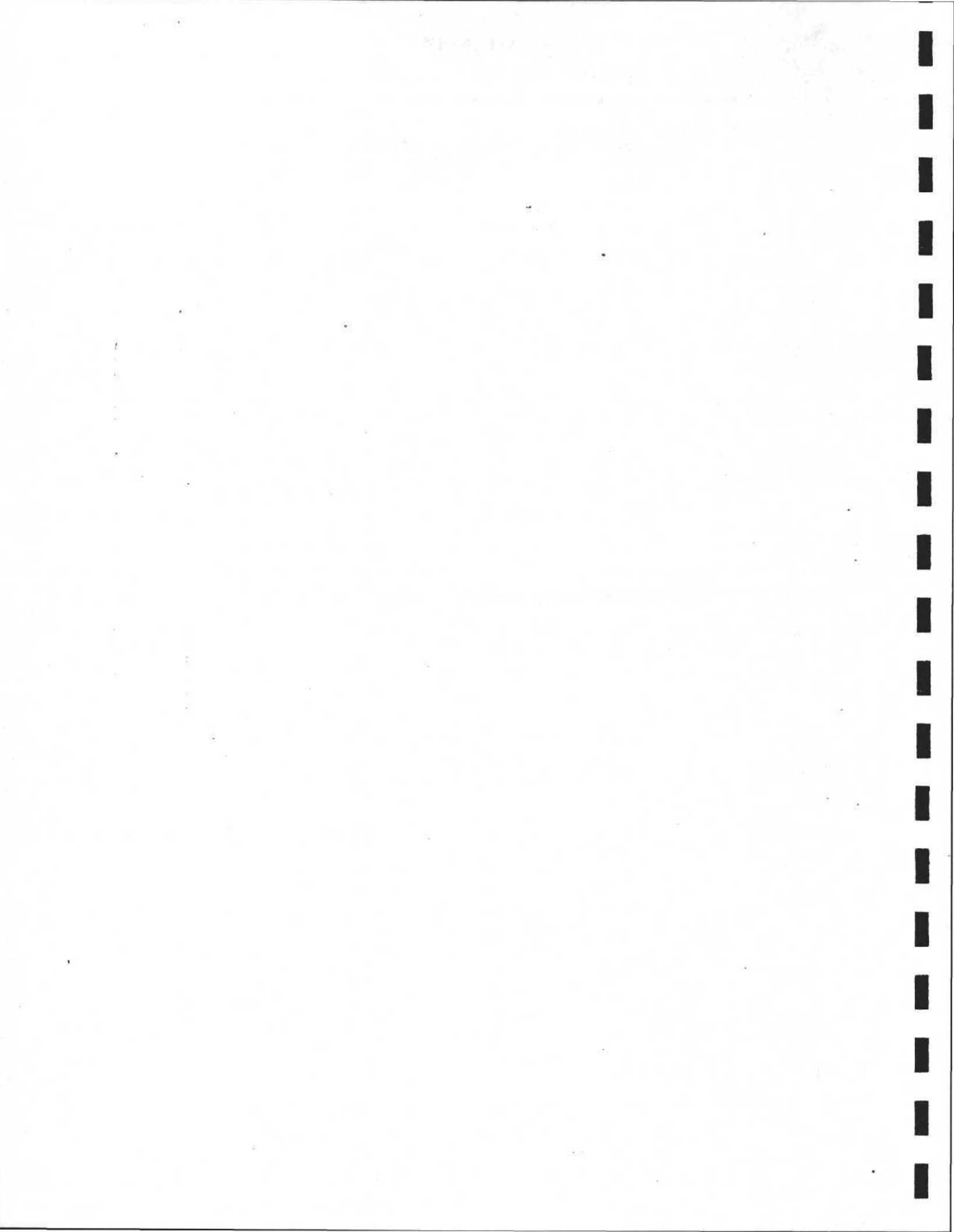
Step	1991/92	1992/93	1993/94	1994/95
1	31,054	32,995	35,057	37,248
1½	31,324	33,282	35,362	37,572
2	31,598	33,573	35,671	37,900
2½	31,958	33,955	36,077	38,332
3	32,320	34,340	36,486	38,766
3½	32,964	35,024	37,212	39,539
4	33,609	35,710	37,942	40,313
4½	34,329	36,475	38,755	41,177
5	35,046	37,236	39,563	42,036
5½	35,907	38,151	40,535	43,068
6	36,771	39,069	41,511	44,105
6½	38,063	40,442	42,970	45,656
7	39,357	41,817	44,431	47,208
7½	40,649	43,190	45,889	48,757
8	41,941	44,562	47,347	50,306
8½	43,378	46,089	48,970	52,031
9	44,813	47,614	50,590	53,752
9½	46,899	49,830	52,944	56,253
10	48,982	52,043	55,296	58,752
10½	51,151	54,348	57,745	61,354
11	53,322	56,655	60,196	63,958
MA + 30	54,672 (\$45/hr)	58,095 (\$48/hr)	61,726 (\$51/hr)	65,578 (\$54/hr)



APPENDIX B

AUXILIARY PAY STIPENDS - ATHLETIC ASSIGNMENTS

		<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
FOOTBALL	Head Coach	3471	3688	3919	4164
	Assistant	2198	2335	2481	2636
	Assistant	2198	2335	2481	2636
	Reserve Coach	2198	2335	2481	2636
	Assistant	2010	2136	2270	2412
	Freshman Coach	1944	2066	2195	2332
	Assistant	1744	1853	1969	2092
	Eighth Grade Coach	1944	2066	2195	2332
	Assistant	1744	1853	1969	2092
BASKETBALL	Head Coach	3471	3688	3919	4164
	Reserve Coach	2198	2335	2481	2636
	Freshman Coach	1944	2066	2195	2332
	Eighth Grade Coach	1944	2066	2195	2332
	Seventh Grade Coach	1944	2066	2195	2332
BASEBALL	Head Coach	2478	2633	2798	2973
	Reserve Coach	1944	2066	2195	2332
	Eighth Grade Coach	1944	2066	2195	2332
TRACK	Head Coach	2478	2633	2798	2973
	Assistant	2010	2136	2270	2412
	Eighth Grade Coach	1944	2066	2195	2332
SWIMMING	Head Coach	3471	3688	3919	4164
	Eighth Grade Coach	1944	2066	2195	2332
CROSS COUNTRY	Coach	1944	2066	2195	2332
TENNIS	Coach	1944	2066	2195	2332
WRESTLING	Head Coach	2741	2912	3094	3287
	Reserve Coach	1509	1603	1703	1809
VOLLEYBALL	Head Coach	2478	2633	2798	2973
	Reserve Coach	1944	2066	2195	2332
	Eighth Grade Coach	1944	2066	2195	2332
SOFTBALL	Head Coach	2478	2633	2798	2973
	Eighth Grade Coach	1275	1355	1440	1530
SOCCER	Head Coach	1700	1806	1919	2039
	Eighth Grade Coach	1275	1355	1440	1530
ATHLETIC TICKET MANAGER		931	989	1051	1117
CHEERLEADING SPONSOR - HIGH SCHOOL		1607	1707	1814	1927
CHEERLEADING SPONSOR - JUNIOR HIGH SCHOOL		803	853	906	963



APPENDIX C
AUXILIARY PAY STIPENDS

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums:

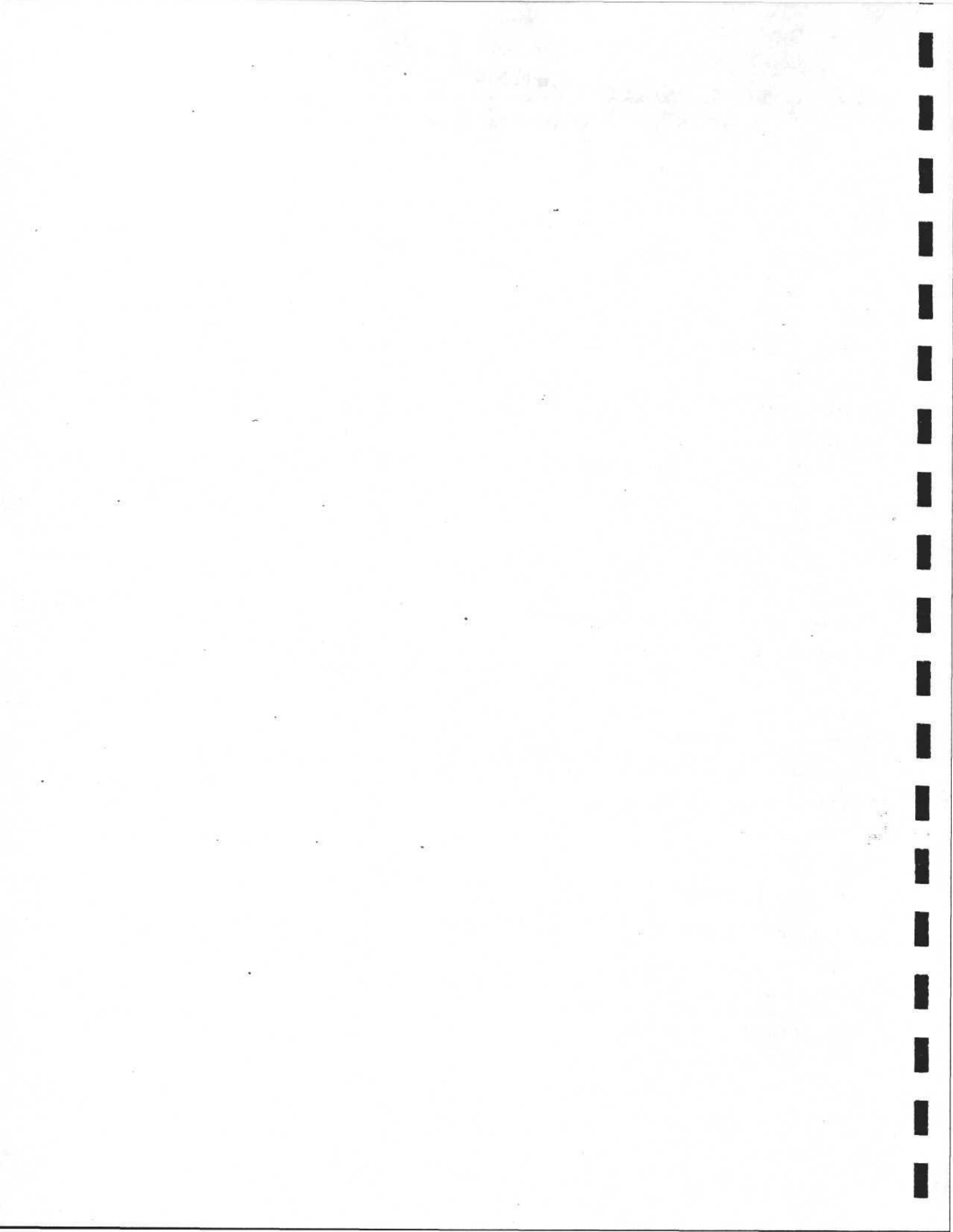
	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
Band Director	1607	1707	1814	1927
Choral Director - Secondary	1208	1284	1364	1449
Choral Director - Elementary	803	853	906	963
Clubs Sponsors	197*	209*	222*	236*
Debate and Forensics	1269	1348	1432	1522
Department Heads	1607	1707	1814	1927
Fine Arts Productions - Dramatic (each production)	803**	853**	906**	963**
Musical (each production)	803**	853**	906**	963**
Film Coordinator - District-Wide	803	853	906	963
Freshman Class Sponsor	1208	1284	1364	1449
Junior Class Sponsor	1208	1284	1364	1449
Newspaper Sponsor - Junior and Senior High	1269	1348	1432	1522
Outdoor School (per teacher per week)	532	565	600	638
Safety and Service Squad (District-Wide Elementary)	931	989	1051	1117
Senior Class Sponsor	1467	1559	1656	1760
Sophomore Class Sponsor	1208	1284	1364	1449
Student Council - Junior High	931	989	1051	1117
Student Council - Senior High	1208	1284	1364	1449
Yearbook Sponsor	1744	1853	1969	2092

* As approved by the Superintendent

** Limit of two productions with the approval of the principal

Teachers shall be paid \$19.00 per hour as program indicates, in addition to contracted salary for time spent in the following activities:	19.00	20.00	21.00	22.00	23.00
--	-------	-------	-------	-------	-------

° Summer School ° Driver Education ° Homebound Instruction ° Summer Curriculum Studies

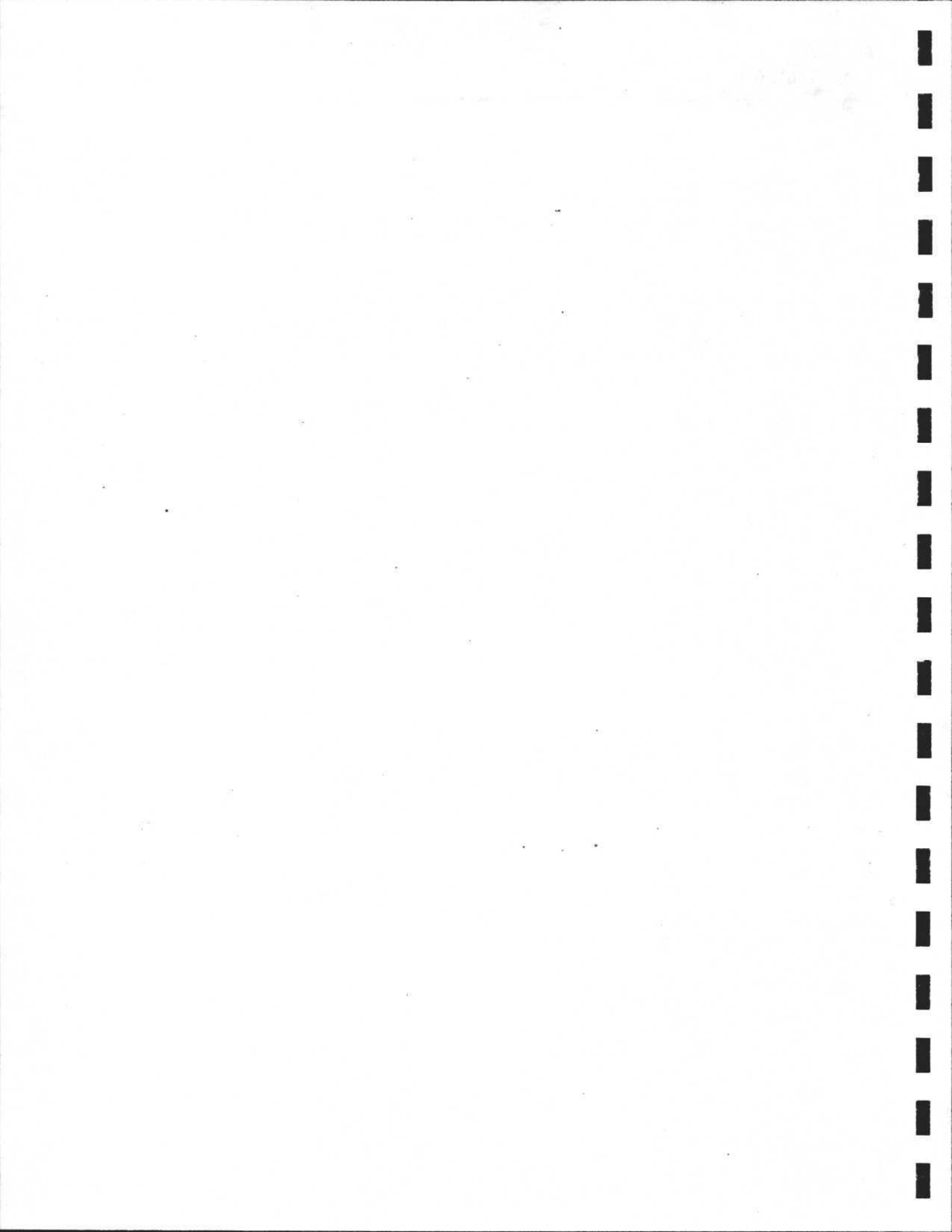


APPENDIX C (continued)

Clubs

The teachers recognize that their responsibility to their students and their profession requires a performance of duties that involve the expenditure of time beyond that of a normal working day. Therefore, teacher participation in such extracurricular activities as clubs and similar matters for which no additional compensation is paid, and for which there are no volunteers, shall be assigned on an equitable basis.

Any personnel who are authorized by the Superintendent to work after the close of the school year or before the beginning of the fall semester will be paid on a prorated basis.



APPENDIX D

STATEMENT OF PROCEDURE FOR PAYROLL DEDUCTIONS

Payroll deductions will be made for mutually agreed upon items. Every effort must be made to consolidate such items for simplification of implementation. Time schedules will be mutually established.

Payroll Procedures:

In the month of June of each school year, the teacher shall choose one of the following options for pay the following school year:

- A. 21 Pay Period Schedule
- B. 20 + (1 final accrued pay)
- C. 26 Pay Period Schedule

The teacher may notify the Business Office of a change in choice no later than the first working day of the following school year.

Stipends shall receive regular tax deductions or special minimum IRS permissible tax deductions as designated by the employee on his/her payroll declaration form signed at the beginning of the school year.

The Employer shall mail payroll deductions to the Wayne Out County Teachers Credit Union on the same day payroll is given to teachers.

APPENDIX E

DEFINITIONS

For the purpose of this Agreement, any reference or inference to "promotions" shall be defined as a primary assignment to a position with increased salary, other than a secondary assignment as listed in Appendices B or C.

APPENDIX F

IMPLEMENTATION OF AUXILIARY PAY STIPENDS

The Auxiliary pay stipends, Appendices B and C, are hereby understood to be secondary assignments as approved in this Agreement, but are not part of a teacher's basic contract. Such assignments automatically cease as of the end of each school year or at a specific date as may be identified. Appointments or reappointments shall be made in agreement with the direction or policies of the Employer.



APPENDIX G

1991-92 CALENDAR

SEPTEMBER	2	LABOR DAY, Schools Closed
	3	District Staff Breakfast at 8:00 a.m. in Robichaud Cafeteria All Students Report ½ Day 11:30 a.m.-2:25 p.m. Teachers Dismissed at 2:40
	4	Teachers Preparation - Report at 7:45 a.m. All Students Report ½ Day (11:30 a.m.)
	5	Students Report Full Day
OCTOBER	7	Secondary Teachers submit Progress Reports
NOVEMBER	8	End of 1st Marking Period
	13	CONFERENCES/OPEN HOUSE, Elementary and Junior High, Students Report ½ Day (a.m.) - ½ Day (p.m.) for Parent Conferences.
	14	CONFERENCES/OPEN HOUSE, All Schools, Students Report ½ Day (a.m.) - ½ Day (p.m.) including evening for Parent Conferences.
	15	School Resumes for Students (Full Day)
	28	THANKSGIVING DAY, Schools Closed
	29	THANKSGIVING FRIDAY, Schools Closed
DECEMBER	2	Schools Reopen
	16	Secondary Teachers submit Progress Reports
	20	CHRISTMAS - NEW YEARS HOLIDAY BREAK, Schools Closed End of Day
JANUARY	6	Schools Reopen
	20	MARTIN LUTHER KING DAY, Schools Closed
	31	End of First Semester, Students Report ½ Day (a.m.)
FEBRUARY	3	Beginning of Second Semester
	17	PRESIDENT'S DAY, Schools Closed
MARCH	9	Secondary Teachers submit Progress Reports
APRIL	3	End of 3rd Marking Period
	16	SPRING RECESS, Schools Closed End of Day
	27	Schools Reopen
MAY	4	Secondary Teachers submit Progress Reports
	25	MEMORIAL DAY, Schools Closed
JUNE	11	End of Second Semester, Last Day for Students
	12	Teachers' Records Day

APPENDIX G (continued)

Student Membership: 182 Contact Days

Teacher Membership: 190 Days (182 Teaching Days) - 2 (½ day) Preparation Days, 2 (½ day) Conference Days, plus evening, for Elementary & Junior High, 1 (½ day) Conference Day, plus evening, for High School, 1½ Records Days, 2 (½ day) In-service Days*, (One to take place prior to Christmas Break, one to take place prior to May 1), 7 Holidays

Holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, President's Day, Memorial Day

* Additional In-service days shall be provided for School Improvement

In order to meet student instruction requirements for receipt of full state aid funding, scheduled student instruction days that are canceled due to inclement weather or other conditions which make it necessary to cancel student instruction will be rescheduled for another day.

The student instruction days to be rescheduled will be rescheduled as one-half (½) instruction days unless more time is needed to meet the yearly hours of required instruction. The days shall be rescheduled first on scheduled records days, if available. Otherwise, the canceled student instruction day will be rescheduled by the addition of one weekday date of student instruction for each canceled student instruction day to be rescheduled following the last scheduled day of school. The Employer and Union may consult and mutually agree to vary from the rescheduling arrangements set forth herein.

Rescheduled student instruction days worked pursuant to this provision shall be worked by teachers without additional compensation beyond their annual scheduled salaries for the school year, unless the rescheduled day is one that is rescheduled because of insufficient attendance of students on a previous rescheduled student instruction day.

In the event that during this agreement it becomes lawful to reduce or eliminate the rescheduling of any or all of the canceled student instruction days without affecting state aid funding, only those canceled student instruction days necessary for full state aid funding will be rescheduled as required to ensure receipt of full state aid funding.

APPENDIX H
WESTWOOD COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANCE NO. _____
BUILDING _____ DATE FILED _____
NAME OF GRIEVANT _____ ASSIGNMENT _____

STEP I

A. DATE CAUSE OF GRIEVANCE OCCURRED _____

B. STATEMENT OF GRIEVANCE (Cite provisions of Agreement) _____

RELIEF SOUGHT _____

SIGNATURE _____ DATE _____

C. DISPOSITION OF PRINCIPAL _____

SIGNATURE _____ DATE _____

D. POSITION OF ASSOCIATION _____

SIGNATURE _____ DATE _____

WESTWOOD COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM

STEP II

A. DATE RECEIVED BY SUPERINTENDENT _____

B. DISPOSITION OF SUPERINTENDENT _____

SIGNATURE _____ DATE _____

C. POSITION OF ASSOCIATION _____

SIGNATURE _____ DATE _____

STEP III

A. DATE SUBMITTED TO ARBITRATION _____

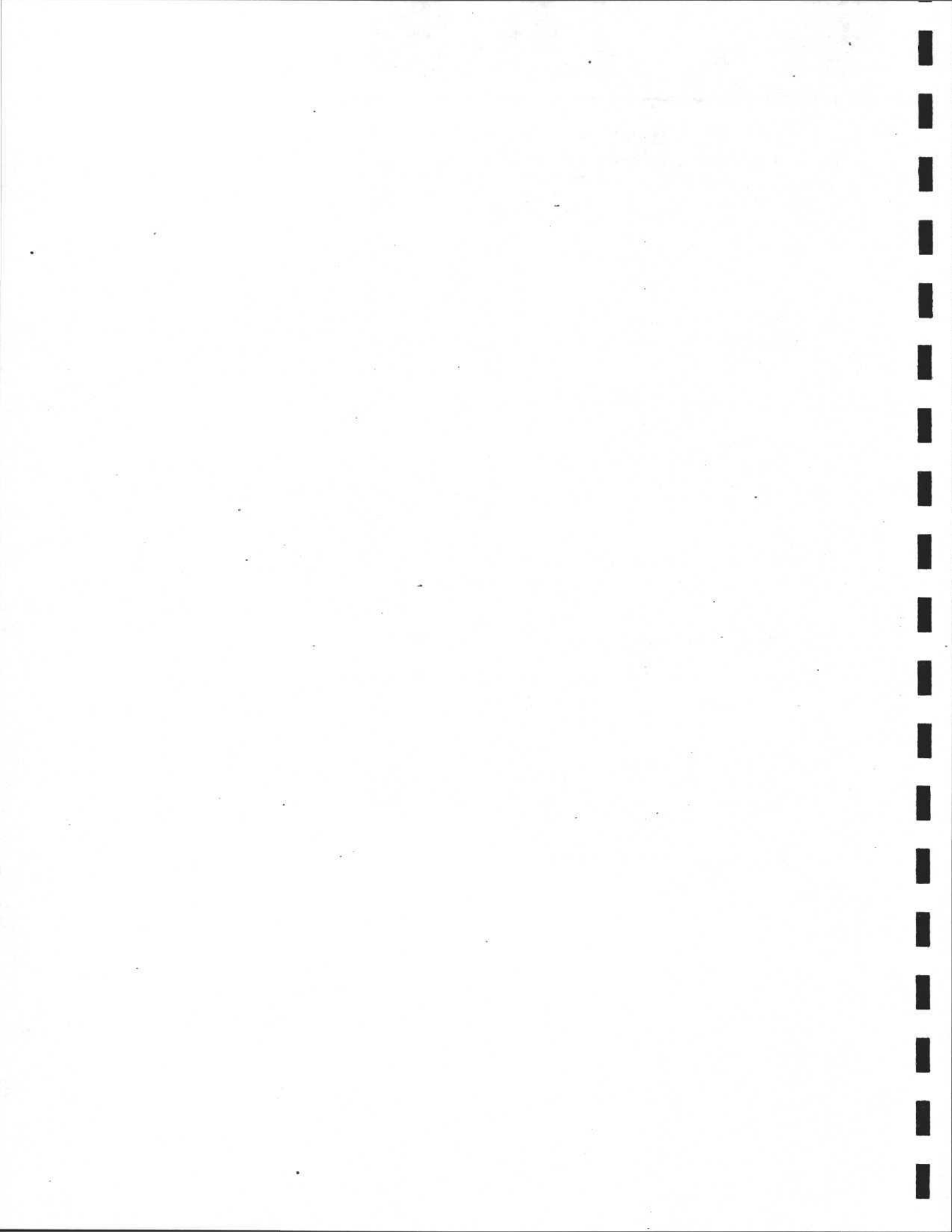
B. DISPOSITION AND AWARD OF ARBITRATOR _____

SIGNATURE _____ DATE _____

RETIREMENT INCENTIVE

The Board shall offer a retirement incentive for teachers who are eligible for retirement under the Michigan Public School Employees Retirement System. The retirement incentive shall be offered for a limited period of February 1, 1992 through February 29, 1992, at which time it shall expire. The retirement incentive shall be offered in accordance with the following provisions:

1. The decision to participate in the retirement incentive plan is expressly voluntary on the part of the employee;
2. The teacher must have worked at least ten (10) consecutive years for the Westwood Community School District and actually retire under the terms of the Michigan Public School Employees Retirement System;
3. The teacher must provide a written statement of resignation of their teaching position to the Superintendent during the above stated period. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of second semester, June, 1992;
4. The Board agrees to pay the teacher the sum of \$10,000.00 upon effective date of resignation, in addition to any other severance pay to which the teacher may be entitled;
5. There shall be a limit of FIVE (5) employees approved for the retirement incentive, with seniority the determining factor if there are more than five applicants. In the event an employee makes application for the Retirement Incentive and is not approved due to the five (5) employee limit, their statement of resignation shall become null and void. Employees approved for the retirement incentive shall be notified by March 15, 1992;
6. The teacher, upon making application for the retirement incentive agrees to sign a waiver that such payment shall serve as satisfaction/waiver of any other claim (e.g., unemployment comp., etc.) against the Westwood Community School District;
7. The teacher also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign;
8. The employee will have seven days to revoke a signed waiver.



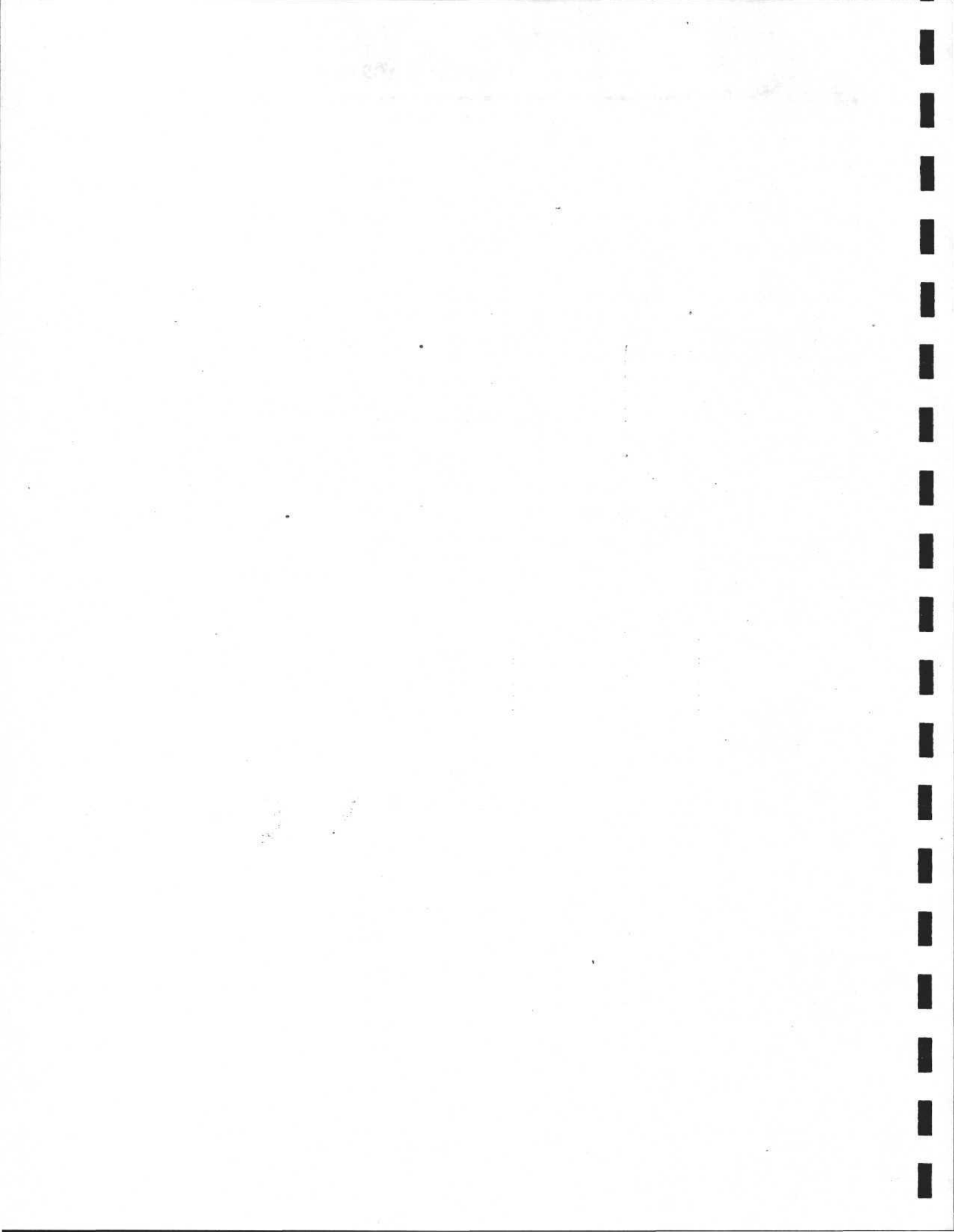
RETIREMENT INCENTIVE AGREEMENT

(Sample language for inclusion)

Payment: The Board agrees to pay to _____ the sum of TEN THOUSAND DOLLARS (\$10,000.00) upon effective date of resignation, in addition to any other severance pay to which _____ may be entitled;

Release and Discharge of Claims: For and in consideration of the benefits provided in this Agreement, _____ forever hereby releases and discharges Westwood Community School District, together with its agents, officers and employees from any and all claims, demands, equitable relief, damages, costs, expenses, administrative actions and causes of action of any kind or character which now exist or which may hereafter arise, whether known or unknown, relating in any manner to or arising from _____'s employment relationship with Westwood Community Schools, or the termination thereof, or which may otherwise arise under any federal or state statute, including but not limited to the Age Discrimination in Employment Act, the common law or in equity.

Voluntary Execution: _____ acknowledges that he has read this Agreement, understands its terms and that it has been entered into by (him/her) voluntarily after an opportunity to discuss it with advisors of (his/her) choice. Pursuant to requirements under the Age Discrimination in Employment Act, _____ is hereby advised to consult with (his/her) attorney before signing this Agreement.



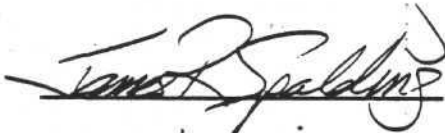
LETTER OF AGREEMENT

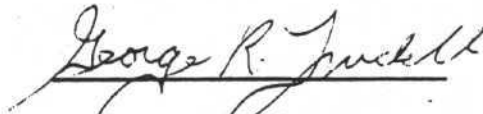
The Westwood Community Schools and the Wayne County MEA/NEA hereby agree to the following regarding staff meeting agenda:

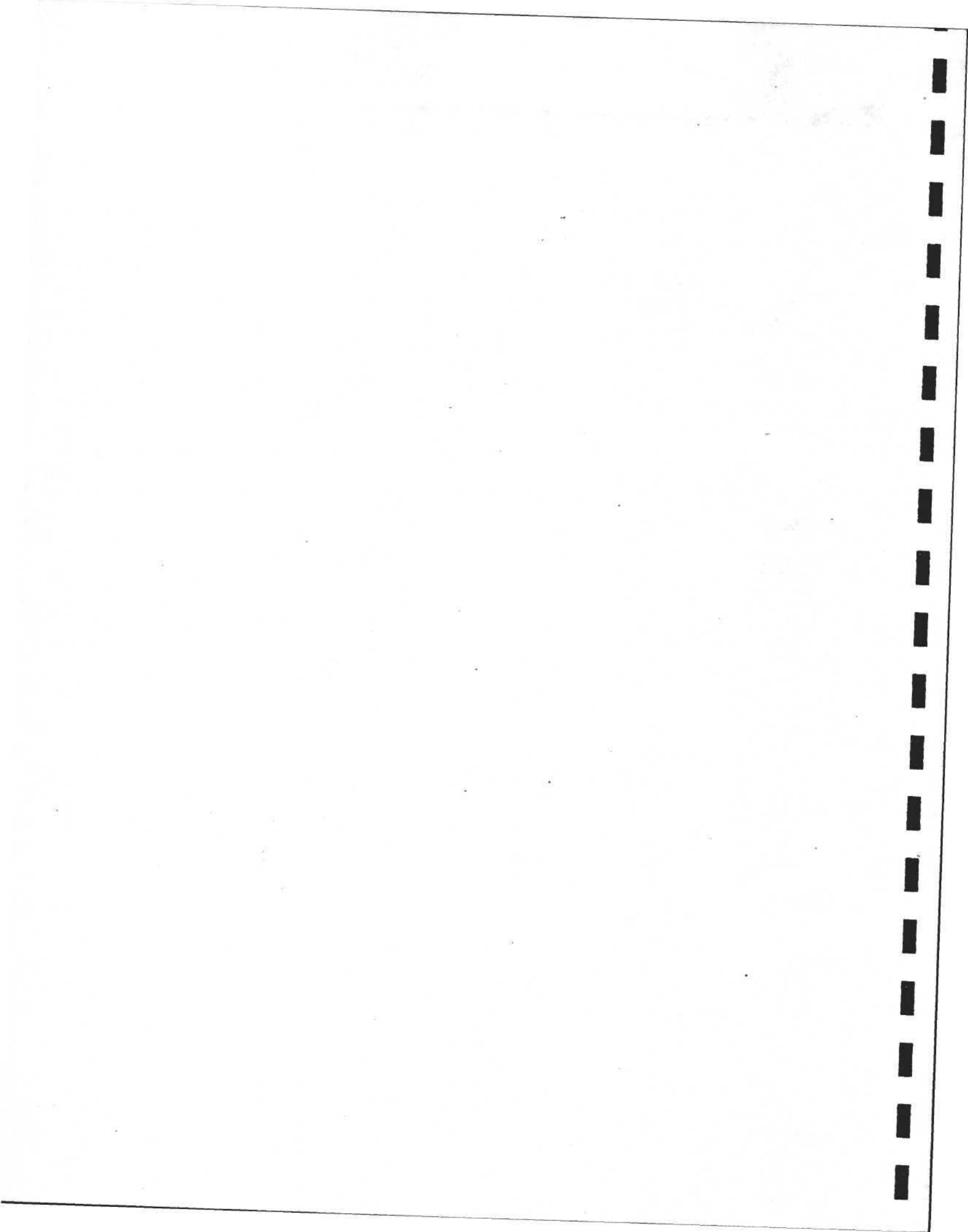
It is understood that a mandatory staff meeting may be called for only a grade level, subject matter or department and is not necessarily restricted to include specific agenda items.

WESTWOOD COMMUNITY
SCHOOLS

WAYNE COUNTY MEA/NEA


Date Nov 1, 1991


Date 10-9-91




LETTER OF AGREEMENT

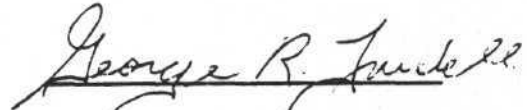
The Westwood Community Schools and the Wayne County MEA/NEA hereby agree to the following regarding elementary preparation time:

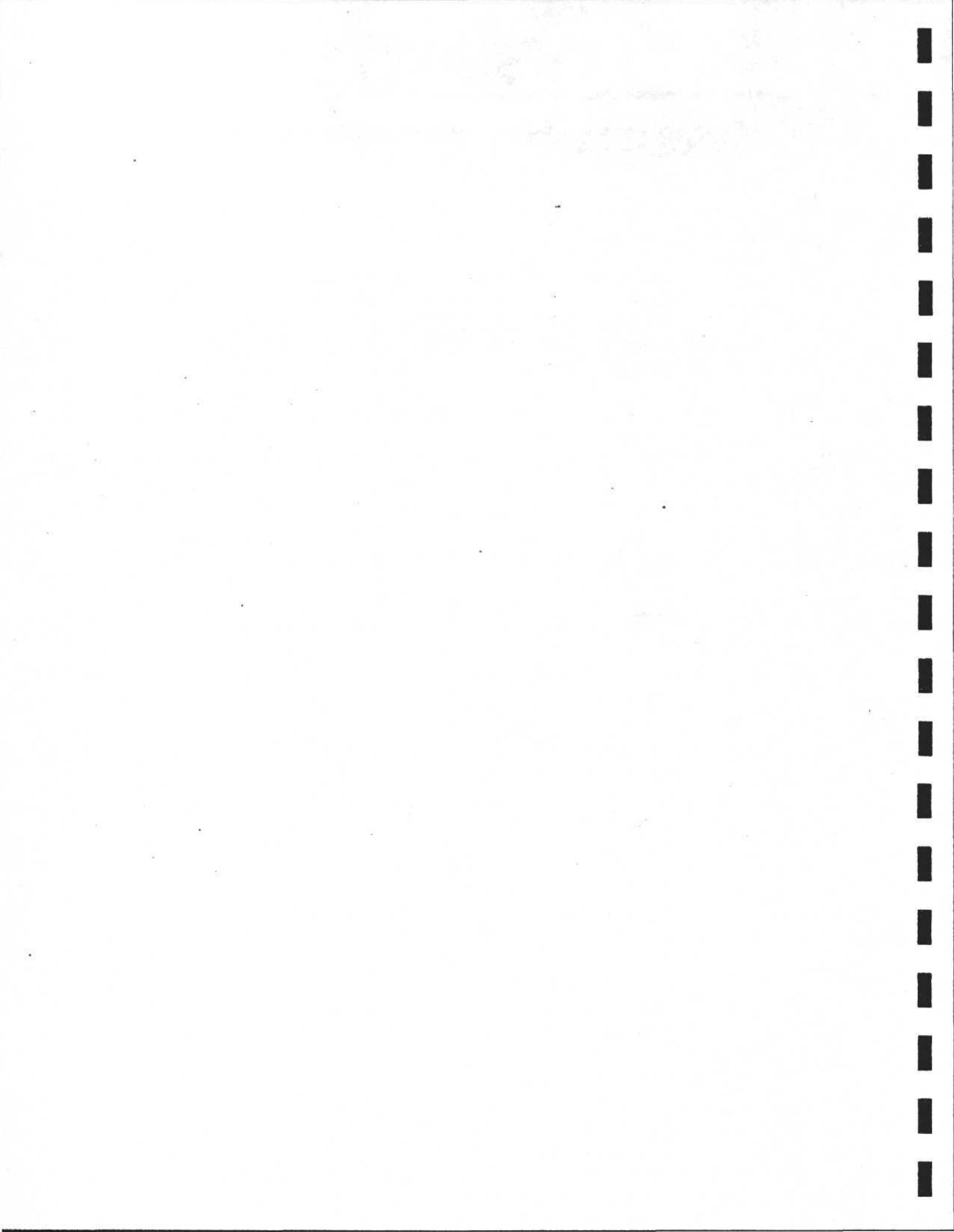
Elementary teachers will be afforded a certain minimal amount of preparation time in a five (5) day week. Additional preparation time is afforded through physical education and music. However, in the event that physical education or music classes are not conducted for any reason; the loss of that preparation time will not be a grievable matter.

WESTWOOD COMMUNITY
SCHOOLS

WAYNE COUNTY MEA/NEA


Date Nov 1, 1991


Date 10-8-91



LETTER OF AGREEMENT


The Westwood Community Schools and the Wayne County MEA/NEA hereby agree to the following regarding extra preparation compensation for secondary schools:


As a clarification, compensation for extra preparation time at the secondary level shall be provided at 1/5 of the current elementary split class rate. Two extra preparations shall be compensated at 2/5 of the elementary split class rate.

Those teachers who are required to teach an extra 1/6 during their prep hour shall receive no additional compensation for additional preparation hour as provided.

WESTWOOD COMMUNITY
SCHOOLS

WAYNE COUNTY MEA/NEA


Date Nov 1, 1991


Date 10-8-91



