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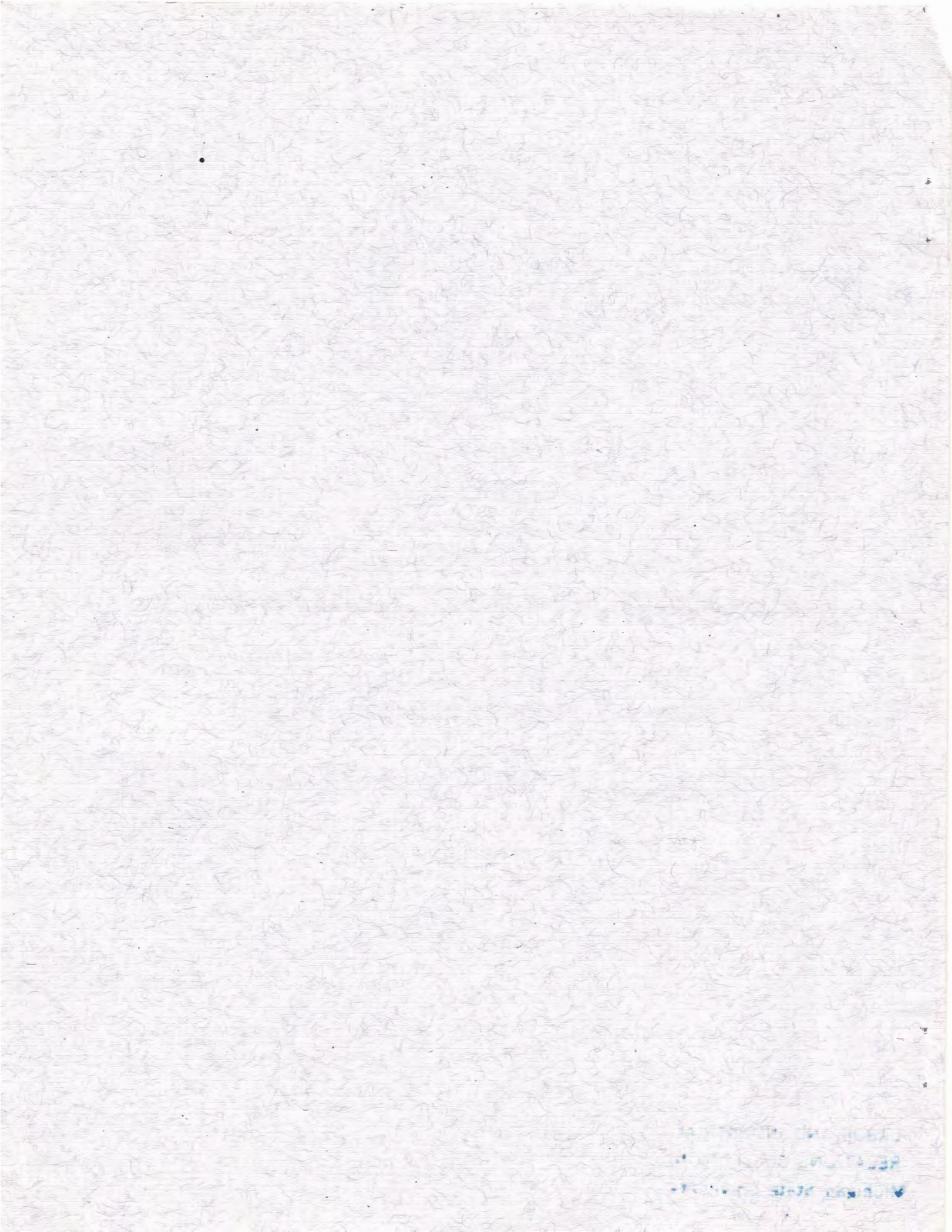


AGREEMENT  
Between the  
**WAYNE-WESTLAND  
EDUCATION ASSOCIATION A/CE**

and the  
Board of Education  
Wayne-Westland Community Schools

August 31, 1992 — August 29, 1994

*Wayne-Westland Community Schools*



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This Agreement entered into this 28th day of September 1992, by and between the Board of Education of the Wayne-Westland Community Schools of Westland, Michigan, hereinafter called the "Board" and the Wayne-Westland Education Association hereinafter called "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Wayne-Westland Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching services, and

WHEREAS, the members of the teaching profession are particularly qualified to develop and recommend to the Board policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understanding which they desire to confirm by contract.

It is hereby agreed as follows:

**ARTICLE I**  
**Recognition**

1.1

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, to represent and bargain for:

Bargaining Unit: Elementary teachers in the Summer School Academic Program; all certified teachers teaching credit courses and counselors in Adult/Community Education, Summer School Credit Program, Summer School Driver Education and SPARKEY.

1.2

Excluding: All certified and non-certified personnel being employed on an hourly basis in leisure time program in Adult/Community Education.

1.3

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

1.4

Any teacher in Adult/Community Education teaching 25 or more hours per week shall receive a regular teaching contract plus all rights and benefits in the Master Agreement. The only exception shall be the schedules for compensation and unassigned time which shall be a combined preparation period and time before/after the student's instructional day.

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

2.1

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will neither directly nor indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights covered by Act 379 of the Public Acts of 1965, laws of the State of Michigan and the United States; nor discriminate against any teacher with

respect to hours, wages and conditions of employment by reason of his/her membership in the Association, participation in any activities of the Association, participation in collective professional negotiations, or the institution of any grievance, complaint or proceeding under this Agreement.

2.2

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

2.3

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

2.4

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

2.5

When staff meetings take place, time on the agenda will be made available to the Association, if requested.

2.6

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

2.7

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

2.8

The Board agrees to furnish within ten (10) working days all available information requested by the Association concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist

the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Timelines may be extended by mutual agreement.

#### 2.9

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

#### 2.10

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

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

#### 2.11

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

#### 2.12

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

#### 2.13

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

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

2.14

The Board shall provide the Association with the names and addresses of all new teachers within one week of the receipt by the Employee Services Department of a signed contract. When a new teacher orientation occurs, the Association shall have sufficient time on the agenda for presentation of items of mutual interest to new personnel and the Association.

2.15

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

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

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

3.1

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

3.2

The District shall establish a smoke free environment on all school property, effective July 1, 1993. As a result, smoking will be prohibited in all school facilities and on all school property.

To this end, the Board agrees to establish at Board cost a minimum of two (2) smoking clinics whose purpose shall be to assist current smokers to stop smoking.

#### **ARTICLE IV**

#### **Membership, Fees and Payroll Deductions**

##### **4.1**

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

##### **4.2**

###### **Agency Shop - Mandatory Deductions**

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

##### **4.3**

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

4.4

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

4.5

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

4.6

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

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

**ARTICLE V**  
**Teaching Hours and Class Loads**

5.1

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

5.2

Teachers normally scheduled to teach 18 hours or more per week shall receive 2 hours of paid preparation time per week.

Teachers normally scheduled to teach 17 hours or less per week shall receive one hour of paid preparation time per week.

This time shall be scheduled either before or after class time. This time may be scheduled in either one hour or one-half hour segments. Scheduling shall be jointly determined by the affected teacher(s) and administrator(s).

5.3

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

5.4

All Adult/Community Education teachers will be required to attend one (1) staff meeting a month of not more than one (1) hour in length. Teachers required to work any additional times will be compensated on the following basis:

5-15 minutes - 1/4 hour at hourly rate  
16-30 minutes - 1/2 hour at hourly rate  
31-45 minutes - 3/4 hour at hourly rate  
45-60 minutes - Hourly rate

Additional time shall further be calculated on the above basis.

5.5

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

5.6

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

**ARTICLE VI**  
**Teaching Conditions**

6.1

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

6.2

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

6.3

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

6.4

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

6.5

Properly maintained parking facilities shall be made available for school personnel during the school hours.

6.6

The Board will make a reasonable effort to provide a lockable place to put personal effects.

6.7

Teachers shall not be required to perform tasks which endanger their health, safety, or well being. The District will make

every effort to be in compliance with local, county, state and/or federal statutes or codes. It shall be the responsibility of the Board to determine whether conditions warrant the closing of schools. All teachers are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, teachers will, when the condition of the building dictates, be reassigned to other buildings for the duration of the emergency.

Teachers will not be required to search for explosives.

6.8

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

6.9

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

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

Teachers shall provide notification to the appropriate A/CE office with as much prior notice as possible when they are unable to report to work. In all cases, with the exception of emergency situations, the teacher will give at least two (2) hours prior notice when they are unable to report to work.

## **ARTICLE VII**

### **Professional Qualifications and Assignments**

7.1

Teachers hired on a probationary or tenure basis shall either possess or be qualified for a minimum of a State Provisional Certificate and also meet other requirements of the laws of the

State of Michigan. The Board will hire certified teachers with a minimum of a bachelor's degree and possessing a provisional, permanent or continuing certificate. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this prime responsibility and the manner in which it may be fulfilled. The Association shall be notified of any such action.

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

## 7.2

The Board and the Association agree that affirmative steps must be taken to recruit teachers from various ethnic minority groups. Both parties agree that a highly significant part of the educational experience of children in today's society involves cross-racial experiences. Part of that experience must be with ethnic minority groups who are educators. The Board shall:

1. Inform state college teacher placement offices that it is especially interested in receiving applications from ethnic minority candidates;
2. Contact colleges relative to interviewing and actively recruiting minority educators;
3. Draw upon the resources of the community relative to recruiting;
4. Advertise and publicize professional vacancies;
5. Cooperate with universities to provide increased numbers of minority group student/intern teachers among those placed in the district.

Discrimination against applicants for employment or employees of the school district on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap which does not impair an individual's ability to perform adequately in a particular position or activity is prohibited.

## 7.3

Adult/Community Education teachers will work within the scope of their State Certification, endorsements and/or annual authorization, as stipulated in MCL 380.1233 and MCL 380.1233 (b).

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

7.4

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

7.5

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

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

8.1

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion shall be posted on a designated bulletin board in each building along with a copy of such posting to the WWEA. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the Employee Services Division. Positions in the bargaining unit will be filled on the basis of experience, competency, qualifications of the applicant and length of service in the district. When experience, competency and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

8.2

The Adult/Community Education Division will continue a teacher's employment in the District's Summer School Credit Program and Summer School Driver Education Program on the basis of Article 8.1. While this right is not extended to reassignment to the same position, the parties agree that changes in assignment in the Summer School Program will not occur without just cause.

8.3

Any program falling under the Extension Program in Adult/Community Education currently as a twelve month program shall function under this Agreement. In addition, July 4 of each year will be a paid holiday when it falls on a regularly scheduled work day.

New pay rates start in September.

8.4

Involuntary transfers may be effected only for reasonable and just cause. Except in extreme emergencies, the Superintendent or his/her designee will notify the affected teacher and the Association three (3) days prior to the effectuation of the involuntary transfer of the reasons for said transfer.

8.5

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

1. Wayne-Westland Adult/Community Education teachers shall be encouraged to apply for posted contracted positions.
2. Wayne-Westland Adult/Community Education teachers shall be given a credential review, an interview and equal consideration for posted positions. The Board, however, may hire a non-bargaining unit applicant for the assignment.
3. The granting of a contracted position to a Wayne-Westland Adult/Community Education teacher shall not supersede a contracted bargaining unit member's right to it under Articles 8.1, 8.6, 8.7, 8.8, 33.1, and 33.3.
4. The filling of a contracted position under this subsection shall be considered an internal transfer for purposes of this Agreement and shall not be in violation of Public Act 72 of 1986.

#### ARTICLE IX

#### Placement/Assignment/Layoff and Recall

9.1

It is the Board's intent to create as many 20-24 hour per week positions as possible, based upon the classes and programs being offered. In this regard, the following procedures will be used in determining A/CE teacher schedules:

- a. Insofar as possible, classes in each subject matter area will be combined into blocks of 20-24 hour per week positions.

The blocking of sections shall also recognize subject area, time, and location.

- b. After (a) has been completed, the remaining class hours will remain as singletons.

9.2

SPARKEY assignment hour blocks will be consistent with past practice.

9.3

The placement of teachers in Adult/Community Education positions will be done by using the pertinent Adult/Community Education Seniority List in descending order of seniority. In addition, placement into the School Based, Alternative Education, Extension, SPARKEY, and Vocational programs will follow the procedures outlined in Articles 9.4 and 9.5.

Teachers on the Summer School and the Driver Education Seniority Lists shall be considered as applicants for those positions in addition to those applying under Article 8.1.

9.4

Commencing the second week in June and beginning with the first name on the A/CE Seniority List and continuing down, teachers will be given the opportunity to select teaching schedules determined in 9.1, above. A teacher may choose any schedule not filled by higher seniored teachers when his/her name is reached on the Seniority List.

9.5

After the initial selection of schedules has been made in 9.4, above, all openings, vacancies or additional hours will be posted and filled under Article 8.1 and in accordance with the following process:

1. Blocked schedules unfilled during the June placement process may be re-posted as singletons. If there are no applicants for the re-posted blocked schedules, the blocked schedules will be subdivided between applicants desiring portioning of these schedules, according to Article 8.1.
2. Subsequent openings as determined by the Board shall be posted and filled in accordance with Article 8.1.
3. The highest seniored applicant with the appropriate certification shall be offered the sought after assignment/hours, if they are not in conflict with his/her current schedule and, combined with his/her current schedule, will not produce a teaching load over 24 hours per week.
4. If a series of sections is in conflict with the applicant's then current schedule but represents more teaching hours than his/her current schedule, the teacher may select the new schedule and drop his/her previous assignment. If the

new schedule is in conflict with the teacher's current schedule and has the same number or fewer hours than the teacher's current schedule, the teacher will not be offered the position.

5. This process, however, shall not prevent a teacher from adding posted hours not in conflict with his/her current schedule up to 24 hours per week.

9.6

Any A/CE teacher who refuses a position when offered during the June placement process will be considered terminated and removed from the Seniority List as of September of the ensuing school year. Such termination and removal from the Seniority List, however, will not occur if the teacher in question bids for and receives an A/CE assignment after the June placement process, but prior to the start of the school year.

9.7

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

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

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

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

10.1

Sick leave will be calculated as follows:

1. At the beginning of each semester, each teacher will be credited with sick leave equal to the weekly hourly total of his/her assignment.

If one's assignment includes different hours for a two consecutive week period, the hours of sick leave credit will be determined by dividing the two week total by two.

2. Sick leave credit may not accumulate beyond 225 hours for any teacher.
3. Teachers will be charged for sick day usage based on the number of hours the teacher was scheduled to work on the day(s) of absence.

#### 10.2

Sick leave may be used for:

- a. Bona fide incapacity to report for and discharge duties.
- b. Death in the family (husband, wife, children, parents, grandchildren, close relatives and close associates).
- c. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two days is subject to administrative review and determination.
- d. Emergency visits to doctor or clinic.
- e. For reasons of maternity:
  1. Under the sick leave provision it shall be the responsibility of the employee to provide the Executive Director of Employee Services with a written statement from her physician. The physician's statement must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the employee can continue full time employment in her position without (1) danger to the employee's health or that of the fetus, or (2) impairment in any way of the employee's ability to perform her duties.
  2. The district in making provisions for the employee to continue working under medical approval will require that the employee waive any and all district liability other than negligence relative to the unborn child.
  3. The effective date of absence for maternity reasons shall be the date specified by the employee and her doctor.
  4. Furthermore, it shall be the responsibility of the Employee Services Office to obtain a written statement from the attending physician specifying the date of delivery and the date the employee is able to resume full time duties in her position without danger to personal health and without impairment in any way of the employee's ability to perform her duties.

5. The date for returning to duty shall be the date specified by the employee and her doctor.

### 10.3

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

1. For the first 7 calendar days of such absence, the teacher shall be charged sick leave from his/her accumulated account or, if the teacher so requests, personal business leave. If the teacher has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the teacher's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for an additional 90 calendar days. Said teacher shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the teacher's incapacitation continues to the 15th calendar day and/or beyond, the teacher so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the teacher's incapacitation continues beyond the 90 day period stated in Article 10.3 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extend and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.
5. For purposes of this subsection, "full salary from the Board" shall mean the individual's earnings in Adult/Community Education.
6. It is also understood that the amount of sick leave and/or personal leave to be deducted from the teacher's account/s shall be rounded off to the nearest tenth of a day on the difference between the teacher's Workers' Disability Compensation check and his/her regular salary paid for by the Board. For example, if the Board's payment amounts to 50% of the teacher's regular salary, the teacher shall be charged 1/2 a sick leave and/or personal leave day.

### 10.4

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the

difference between the teaching pay and the pay received for the performance of such obligation. Such duty of giving of testimony shall not be charged to the teacher's sick leave bank. Teachers may be required to give documentation to their immediate supervisor of their requirement to perform such duties. A teacher subpoenaed because of personal litigation must use personal business days for such testimony.

10.5

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

10.6

For any absence of three (3) or more consecutive work days under the sick leave provision, the teacher may be required to submit verification of his/her ability to return to work.

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

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

10.7

A total of one hundred ten (110) days shall be granted to the Association for the advancement of the profession. Such professional leave shall include attendance at public relations workshops, professional standards workshops and similar professional activities. Leave requests will be reviewed through the Office of the Associate Superintendent for Employee Services

Should this bank of one hundred ten days be depleted, the Association may purchase up to sixty (60) additional days by paying the Board the daily substitute teacher rate for each additional day. The days referred to in this article shall not be in addition to the Association days referred to in Article 13.1 of the Master Agreement.

**ARTICLE XI**  
**Personal Business**

11.1

At the beginning of each semester for absences of a personal nature, teachers will be credited with personal business time equivalent to the weekly hourly total of his/her assignment multiplied by .30, rounded to the nearest (1/2) one-half hour.

Unused personal business time, at the end of semester 1, will be added to second semester personal business time credit. At the end of the teacher's assignment for that school year, unused personal business time shall be credited to the teacher's sick leave accumulation.

Except in the case of extreme emergency, or circumstances beyond the teacher's control (excluding travel by commercial carrier), absences immediately before or after a holiday will not be valid under this section. Prior notice, when possible, will be given. Personal business leave cannot be used for the opening day of the firearm deer season.

The parties in agreeing to Article XI, Section 1, clearly understand that the use of personal days is not valid for the purpose of Christmas shopping during the ten days preceding Christmas.

11.2

During the course of a year extenuating circumstances may require additional personal days. Additional days may be granted by the Board but only with prior approval.

11.3

Teachers shall be permitted to be absent from their duties without loss of pay or leave days for taking selective service examinations.

**ARTICLE XII**  
**Unpaid Leaves**

12.1

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

## 12.2

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

## 12.3

### Parental Leave

The Board of Education shall grant a leave of absence to a member of the bargaining unit upon written request to the Employee Services Division sixty (60) days prior to the date of commencement of such leave. This leave to be granted in accordance with the following:

- A. A teacher who is pregnant will commence her leave at a time jointly determined by the teacher and her physician.
- B. The leave of absence shall be for the remainder of the then current school year.
- C. Parental leaves will be granted to an employee within one year of the time s/he adopts a child, acquires a child by birth or marriage, or assumes the legal responsibility of a family.
- D. Parental leaves of absence may be extended up to one additional year, upon the request of the teacher. Extension requests, however, may not be for partial school years.
- E. Notice of intent to return from parental leave for an ensuing school year is the responsibility of the teacher and will be submitted in writing to the Employee Services Division by May 1, except in cases involving extenuating circumstances.
- F. In cases of unusual circumstances, and upon request of the affected teacher, the Board shall terminate the leave prior to its anticipated termination date. A teacher whose leave is so terminated shall be placed into the first available position for which s/he is eligible.

## 12.4

When a parental leave expires, the Board is obligated to assign the affected teacher to a position comparable to the position held by the teacher prior to the commencement of leave, provided s/he has tendered timely notice of intent to return as provided in Article 12.3 E above.

12.5

To encourage improvement of instructional personal, leaves of absence for one or two year intervals, for the purposes of study, may be granted to teachers who have acquired tenure in the school district. If an extension is granted for the second year, seniority shall be frozen. No salary increment will be granted for said leave.

Such leave may include teacher exchanges, attending college, travel, foreign or military teaching programs, Peace Corps, Teachers' Corps, or Job Corps.

12.6

Extended health leave, due to physical and/or mental causes, not falling within sick leave policies, may be granted subject to the recommendation of the administration and approval of the Board. Request must be in writing and accompanied by a written diagnosis of the attending physician. If an extension is granted past the first year, seniority shall be frozen. No salary increment will be granted for said leave. Teachers returning from approved health leave will be required to submit a medical report and recommendation from the attending physician as to their ability to return to their normal teaching assignment and related responsibilities.

12.7

Request for extended health leave may be considered for renewal annually, provided that sufficient proof of the necessity is submitted. When an extended health leave expires, the Administration is obliged to assign the person to a position where there is a vacancy for which s/he is eligible. The person may be granted an extension of leave until such a vacancy occurs, but the leave will not exceed one additional year. No salary increment will be granted for said leave.

12.8

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

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

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

12.9

Teachers returning from military, reserve and advance study leaves shall serve notice of intent to return from leave by April 1 of the school year in which the leave was taken if the leave is scheduled to expire during the months of June, July, August or September. Teachers returning from such leaves scheduled to expire at other times shall serve notice of intent to return at least sixty (60) days prior to the date of return. Such written notice shall be submitted in writing to the Employee Services Division. When a military, reserve, or advance study leave expires, the Board is obligated to assign the affected teacher to a position comparable to the position held by the teacher prior to the commencement of the leave, provided the teacher has tendered timely notification of intent to return as above provided. If a comparable position is not available s/he must be assigned to a position for which s/he is certified.

12.10

General Purpose Leave

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

### **ARTICLE XIII Teacher Evaluation**

13.1

The Administration shall be responsible for a program of evaluation for all A/CE teachers directed toward helping the teacher succeed in his/her respective assignment. Each teacher will be formally evaluated once every five years of continuous employment.

13.2

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

13.3

Selection of teachers for evaluation may be fulfilled on a voluntary basis if enough volunteers are secured; the remaining teachers to be evaluated will be chosen on a random basis. Up to twenty percent (20%) of the total staff may be evaluated in any one (1) year.

#### 13.4

The evaluator will conduct a minimum of two and a maximum of four formal classroom observations which will be a minimum of thirty minutes in duration.

#### 13.5

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

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

Within ten (10) school days subsequent to the final evaluation conference, a copy of the written evaluation will be given to the teacher evaluated. Both parties agree that the signature of the evaluatee on said document is required only to signify that said person received and read the copy. Said signature does not mean that the evaluatee necessarily agrees with the content of the evaluation.

#### 13.6

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

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

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

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

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

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

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

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

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

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

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

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

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

### 13.7

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

### 13.8

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

### 13.9

The A/CE Evaluation Instruments are as follows:

1. A/CE Teacher Evaluation Instrument
2. Counselor Evaluation Instrument

**ARTICLE XIV**  
**Health Examinations**

14.1

Upon initial employment in the District, there shall be a statement of physical ability to meet the needs of the position. A chest x-ray or other acceptable evidence of freedom from tuberculosis, proof of required immunizations, and compulsory health examinations shall be filed with the Employee Services Office prior to starting employment.

14.2

Further physical exams shall be required as mandated by law or as outlined in Article 12.8 and 14.3.

14.3

In the event a teacher has had an extended illness or has required medical confinement, the Superintendent may request an additional physical/psychological examination prior to resumption of employment.

14.4

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

14.5

In the event physical exams after initial employment are required as mandated by law, teachers may receive physicals and any required laboratory tests free of charge at the office of the physician chosen by the Board. If the teacher wishes to use his/her own family physician the Board will pay up to \$50.00 of the difference between the fees covered by the teacher's insurance carrier and/or other agency, and the total cost of such physical exam.

14.6

Teachers will receive a tuberculin test free of charge if a special plan is provided by the Board. If a special plan is not provided by the Board, the teacher may use the physician of his/her choice and shall be reimbursed for the cost of such test up to \$20.00 once during the term of this contract. Teachers must submit a paid receipt indicating the cost of the test to be eligible for reimbursement. If the initial tuberculin test indicates the need for a follow-up x-ray, the Board will reimburse the teacher for the difference between the cost of the x-ray and that covered by his/her insurance carrier.

**ARTICLE XV**  
**Professional Behavior**

15.1

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

15.2

A teacher shall at all times be entitled to have present a representative of the Association of his/her choice when s/he is being reprimanded, warned or disciplined for any infraction of rules of delinquency in professional performance. When the affected teacher requests the presence of an Association representative the meeting/interview will not proceed until the representative is in attendance. At no time will this cause the meeting to be delayed more than 48 hours.

15.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association, unless the teacher specifies in writing that the Association shall not be notified. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher and so notify the Superintendent.

15.4

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

15.5

Wednesday afternoon following the teacher's regular work day shall be reserved for Association meetings. Teachers representing the Association as Executive Board members,

Governing Board members, Grievance Committee members, and Bargaining Team members shall be allowed to leave their respective building fifteen (15) minutes after the close of the pupils' instructional day, except for school business which cannot be delayed. This dismissal time will not exceed four meetings per month.

15.6

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

15.7

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

## **ARTICLE XVI**

### **Seniority**

16.1

The word "layoff" shall mean a necessary reduction in the working force due to a decrease of work or lack of funds.

Any teacher not offered a teaching assignment during the June placement process because of a lack of hours in the teacher's area of certification shall be considered laid off and will receive such notice from the Employee Services Division.

16.2

When possible, teachers shall be notified in advance of their impending layoff.

16.3

Seniority will be defined as years or fraction of years of service within a particular program. Separate seniority lists will be constructed for teachers in Adult/Community Education, Summer School, and Summer School Driver Education programs. Teachers will accrue and apply seniority only within the program in which they teach. Seniority credits are not transferable from one seniority list to another, nor shall it be applied to regular contracted positions and vice-versa.

16.4

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

Seniority credit will be based on the number of hours that a teacher is normally scheduled to work each week as of the fourth Friday of each semester. This credit shall continue to accrue, provided the employer-employee relationship is not severed through termination, and the teacher continues to teach in an Adult/Community Education Program.

- a. Teachers working in A/CE (School Based, SPARKEY, etc.), will earn from one to 24 hours of seniority credit for each semester worked based on their weekly load.
- b. Teachers in the Secondary Summer School Program will earn 48 hours of seniority credit for teaching the full summer program; 24 hours of seniority credit will be granted for teaching half of the summer program.
- c. Teachers in the Elementary Summer School Program will earn 18 hours of seniority credit for each class they teach up to a maximum of 36 hours of seniority credit.
- d. Teachers in the Summer School Driver Education Program will earn a year of seniority for having taught a minimum of one Driver Education session in the summer.
- e. Summer School Driver Education, Elementary and Secondary teachers may opt not to teach in the summer without loss of previously accumulated seniority, provided said teacher returns to the program the following summer. The teacher will provide a written notice to the Employee Services Office prior to summer placement.
- f. Seniority credit shall not be given for A/CE substitute work.

#### 16.5

The Adult/Community Education seniority list shall be completed and published no later than December 1 and May 1 of each school year and shall include the teachers' level(s) and area(s) of certification.

The Summer School and the Driver Education Seniority Lists shall be compiled and published no later than May 1.

The WWEA shall receive a copy of all A/CE Seniority Lists.

It is understood that for purposes of the June placement process, as well as for Drivers Education and for Summer School, the seniority lists of May 1 of the then current school year shall be used.

#### 16.6

In the circumstances of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing by lot to determine position on the seniority list. The Employee Services Office will notify the

Association in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow the WWEA representative to be in attendance.

16.7

Laid off teachers shall retain recall rights unless they refuse or fail to respond within 15 days of its receipt to a written offer of a position made by the Board.

Upon the first year of layoff and every year thereafter, the laid off teacher shall indicate his/her intent to remain on the recall list by indicating that intent in writing to the District by June 15th of each year. Failure to do so shall result in removal from the recall list and loss of recall rights.

By May 1 of each year the Board shall send a letter to teachers laid off one year or more notifying them of their obligation under this subsection.

16.8

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

## ARTICLE XVII Continuity of Operations

17.1

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

17.2

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

17.3

Nothing in this Article shall require the Board to keep schools open in the event of severe, inclement weather.

When schools are closed because of severe, inclement weather, teachers shall be paid and excused from duty. When State law

requires the make up of cancelled work days for purposes of state aid and such work is rescheduled, the teacher shall make up such work without pay, provided s/he had been paid for the cancelled day.

A teacher not paid or charged sick leave or personal business leave on a cancelled work day shall be paid or re-credited the personal business leave or sick leave--as the case may be--if the cancelled work day is rescheduled and the teacher reports for duty.

17.4

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

#### **Article XVIII Calendar**

18.1

The calendars for each program in the Adult/Community Education Division will be published following the format used in Appendix A of the Master Agreement pertaining to contracted teachers. These calendars are to be published at least two (2) weeks prior to the commencement of the respected programs. All holiday and recess periods in the Master Agreement will apply to Adult/Community Education programs which meet during the periods of time covered by the Master Agreement calendar contained in Appendices A, and B.

#### **ARTICLE XIX Compensation**

19.1

All teachers in Adult/Community Education programs, Drivers Education, and Summer School Programs shall be compensated biweekly.

19.2

Adult/Community Education teachers will be paid based on the following as a percentage of the BA base Step 1 of the Master Agreement per hour.

Steps

1	.079%
2	.08175%
3	.0845%
4	.08725%
5	.090%

These rates shall apply to Adult/Community Education, Summer School, and Driver Education teachers.

19.3

Bargaining unit members, in addition to contracted K-12 teachers, doing substitute work in A/CE will be compensated at .085% of the BA minimum per hour.

19.4

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

19.5

For purposes of pay, a teacher rehired into A/CE shall retain all prior A/CE experience credit granted by the District.

19.6

Teachers required, in the course of their work, to drive personal automobiles from one building to another, shall receive car allowance equal to the amount allowed by the IRS. The same allowance shall be given for use of personal cars for other approved business of the district.

19.7

Each teacher shall be credited with incremental experience and moved one step on the salary schedule on each anniversary date of his/her employment in Adult/Community Education until s/he reaches the maximum step.

**ARTICLE XX**  
**Insurance**

20.1

The Board will provide, without cost to the teachers, term life insurance to the teacher's designated beneficiary in the amounts specified:

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

Life insurance coverage shall continue in force each semester as long as the teacher is employed in A/CE. If the teacher works both semesters, coverage will be in force for a 12 month period. No contracted WWEA member working in A/CE will be provided coverage under this section.

20.2

For 1990-91, the Board agrees to provide full family hospital-medical insurance. The programs which will be offered will be MESSA Super Med 2/MC (Super Care 2), Care Choices (HMO), and the Health Alliance Plan (HMO). Adult/Community Education teachers teaching (18) or more hours who do not have hospital-medical coverage paid by another employer will be allowed to have such coverage.

To this end, the Board agrees to pay the equivalent of the single subscriber's rate per month toward the payment of the coverage selected by the teacher.

Effective July 1, 1991, the Board agrees to provide to teachers not covered by any other employer paid group hospital-medical insurance, full family hospital-medical insurance. The programs shall be MESSA Super Care 1, Care Choices (HMO), the Health Alliance Plan (HMO), or other HMO's which may be added to or replace those listed, during the life of this contract.

Adult/Community Education teachers teaching eighteen (18) or more hours who do not have hospital-medical coverage paid by another employer will be allowed to have such coverage.

To this end, the Board agrees to pay the equivalent of the single subscriber's rate per month toward the payment of the coverage selected by the teacher.

On September 1, 1991, and every September thereafter, the Board agrees to provide each employee signed up for Super Care 1 single coverage, \$50.00.

20.3

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

20.4

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

20.5

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

20.6

A teacher on parental leave, general purpose leave, advance study leave, extended health leave, approved non-pay status, or layoff may continue at his/her own expense, the insurance coverage at 102% of the group premium rate if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the teacher's insurance coverage paid by the Board shall cease under Article 20.7 below and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

20.7

Hospital-medical and vision care coverage paid by the Board shall continue in force each semester as long as the teacher is employed in A/CE. If the teacher works the second semester in A/CE coverage will continue for July and August.

20.8

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

20.9

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

**ARTICLE XXI**  
**Special Assignments**

21.1

- a. Assignments for non-bargaining unit leisure-time programs will be made by the Board on an annual basis. Preference will be shown to contracted or A/CE WWEA members, provided they are qualified to teach the subject area and their regular work schedule permits.
- b. Non-bargaining unit members may be hired for Summer School or Driver Education assignments, provided WWEA teachers in A/CE or in the regular K-12 program have refused or do not bid for these assignment. In such instances, non-bargaining unit personnel shall receive no seniority credit for the assignment, nor shall they retain prior seniority rights.

21.2

Teachers will not be required to supervise all or any portion of the students of an absent teacher in addition to their own responsibilities, with the exception of an emergency situation.

21.3

Teachers assigned student or intern teachers shall be known as cooperating teachers. Such cooperating teachers shall be tenure teachers with at least three years teaching experience and possessing a Masters Degree or special course work in the supervision of student teachers. The acceptance of student/intern teachers shall be voluntary on the part of a cooperating teacher. Normally there will be a limit of one student teacher to each cooperating teacher per academic year. The Board shall provided the Association with a list of all cooperating teachers within a reasonable time after the names of such teachers are known.

21.4

The cooperating teachers at the secondary level shall have a major and/or minor in the field in which his/her student teacher or intern is doing his/her practice.

21.5

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

21.6

The WWEA shall be involved in any future teacher training programs between any cooperative institution and W-WCS which involve placing of student teachers or student interns. The final

decision regarding teacher training program lies with the Board of Education.

## ARTICLE XXII Student Discipline and Teacher Protection

### 22.1

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

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

### 22.2

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

School administrators and teachers will enforce the Student Code of Conduct.

### 22.3

School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his parents when warranted as described above. When, however, a teacher retains one or more pupils in his/her class who constitute serious behavioral problems, the Association and Board will review and determine a mutually agreeable disposition to the problem.

### 22.4

A teacher may temporarily remove a pupil from a classroom, when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student intolerable. In such cases the teacher

shall send the pupil to the school principal and furnish him/her, as promptly as his/her teaching obligations will allow, full particulars in writing. The student shall not be returned to the classroom until the teacher and an administrator have reviewed and discussed the situation and course of action.

#### 22.5

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

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

#### 22.6

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

#### 22.7

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

#### 22.8

No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

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

#### 22.9

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

**ARTICLE XXIII**  
**Grievance Procedure**

23.1

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

23.2

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

23.3

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

23.4

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

23.5

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

Level one:

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

Level two:

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

Level three:

In the event the Association is not satisfied with the disposition of the grievance at Level II or has not elected the expedited grievance procedure as provided below, the grievance may be submitted to arbitration within 30 days after receipt of the written opinion. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, nor subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

23.6

The Association at its option, may process a grievance via the expedited grievance procedure outlined as follows:

1. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) days after submission, the Superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.
2. If the dispute is still not resolved to the Association's satisfaction within seven (7) days of the initial hearing between the Superintendent or his/her designee and the Association, as above described, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

23.7

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

23.8

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

has been given the opportunity to be present at such an adjustment.

23.9

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

23.10

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

23.11

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

23.12

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

23.13

For the 1991-92 and 1992-93 school years, the parties shall establish a mutually agreed to panel of 5 arbitrators. An arbitrator shall be selected from this panel to hear and render a final and binding decision on Level 3 grievances submitted by the Association. The arbitrator in each instance shall be governed by the rules of the American Arbitration Association regarding the conduct of hearings.

At the end of the 1992-93 school year, either party may request to revert to the process established by the American Arbitration Association for the selection of arbitrators, which request shall be honored.

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

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

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representatives will then call such arbitrator to establish an arbitration date. This date must be no less than 30 days from the date of this call nor more than 90 days, unless mutually agreed upon.. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If panelist is not available within the guidelines and timelines set forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.
3. The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case.
4. Following the confirmation of an arbitration date, the arbitrator will notify both parties in writing.
5. In the event an arbitrator is no longer available for the panel the parties will utilize the aforementioned process to select a replacement.

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

#### **ARTICLE XXIV Additional Compensation for Extra Duty**

##### **24.1**

Extra duty shall be defined as a service of an extended or extensive nature which is performed by teachers, in addition to the regular contractual assignments.

24.2

Qualified applicants from the bargaining unit will have an equal opportunity to apply for all extra work/extra pay positions. If a qualified applicant from the bargaining unit does not apply, the position may be filled by a person outside of the bargaining unit for the remainder of that season. Upon vacation of a position, the position will again be posted per Article 8.1.

24.3

Teachers shall not be required to accept additional responsibility during their planning periods.

24.4

- A. When possible, extra work/extra pay contract riders will be posted in spring and filled by the end of the current school year.

The job description of the extra pay duty will not be altered during the life of the rider without mutual consent. The teacher shall read the duties and responsibilities of the related job description; attached to the contract rider, and so indicate on the contract rider.

Extra work/extra pay contract riders shall be issued annually without provision for tenure.

If any teacher holding an extra work/extra pay position is not going to be rehired for said position for the following school year, the Board shall notify the teacher verbally of the reasons for removal from the extra work/extra pay position at least 30 days before the end of the school year. If requested, the reasons for not being rehired will be provided in writing.

- B. In instances where no applicants apply for a posted position at the close of the current school year, that position shall be reposted the following September. The only exception would be for those positions which begin prior to the beginning of the school year. These positions will be posted during the summer on the hotline.
- C. In instances where a position is filled in the spring but vacated more than 21 days prior to the start of the affected season/period, the following shall apply:
1. If more than one bargaining unit member has applied for the original posting, applicants from the bargaining unit will be used without reposting.
  2. If the bargaining unit member was the only applicant, the position will be reposted.
  3. When only outside applicants remain on the list, the position will be reposted.

24.5

The increment steps shall correspond to the number of years which the person has served in a particular extra pay job up to the maximum allowed. Personnel who have previously held an extra duty assignment shall be given credit on this schedule for the number of years they have served in this position up to the maximum allowed. A person who holds more than one extra duty position shall be entitled to increments for each of those assignments for which increments are normally given.

24.6

A person who moves from an assignment to a similar assignment of a lower rank will be credited for the number of years experience at the original assignment.

24.7

The compensation for teachers accepting extra duty shall be established as a percent (see attached Appendix C) of the B.A. salary schedule. The step on said salary schedule for the purposes of determining compensation for teachers accepting extra duty assignments shall be based on the number of years experience a teacher has obtained in directing the specific sport or activity in the Wayne-Westland School; credit will also be allowed in that specific sport or activity obtained outside the Wayne-Westland Schools.

Compensation shall range from the first through the fourth step of the B.A. salary schedule in 1990-91, the first through fifth step in 1991-92, and the first through the sixth step in 1992-93. All participants shall be compensated consistent with their respective experience credit.

24.8

Due to the changeable nature of the extra work/extra pay situation, both parties agree that periodic updating of this section is necessary. In order to implement this updating, the parties agree to meet in December to discuss and mutually agree to any necessary change. It is further agreed that prior to the institution of currently unlisted extra work/extra pay positions, the compensation rates will be negotiated with the Association.

24.9

Compensation for extra work assignments that extend throughout the year or a major portion thereof shall be paid one half of the amount at the end of the first semester, and one half of the amount at the end of the second semester.

Compensation for assignments of a seasonal nature shall be paid in two equal installments, one at the approximate half way point and the other upon completion of the assignment. Specific pay dates shall be published no later than October 30.

**ARTICLE XXV**  
**Curriculum Related Conditions**

25.1

**Academic Freedom**

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

No special limitation shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within the District's curriculum guidelines approved pursuant to this Agreement.

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

Teachers shall be free to choose appropriate materials and teaching approaches and practices to achieve the educational goals and objectives of the District.

25.2

It is agreed that the evaluation of student performance is the responsibility of the teacher. If an administrator wishes to change the grade of a student, without the consent of the teacher, s/he must notify the teacher, in writing. The teacher and principal may jointly appeal to the Associate Superintendent of Instruction and Planning, who will make the final determination, and will provide written notification of his/her decision to the affected teacher and principal.

25.3

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

25.4

The instructional class period shall be free from unnecessary interruptions.

**Article XXVI  
Special Services**

26.1

Student Relations and Student Relations personnel shall be defined as provided by Michigan Statute. The Board agrees to adhere to the provisions of Public Law 94.142 and Public Act 198.

**Article XXVII  
Negotiation Procedure**

27.1

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

27.2

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

27.3

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

27.4

Should the state or federal governments pass energy legislation directly affecting the School District or should the Board contemplate the implementation of any year round school program, the Board agrees to negotiate mutually agreeable amendments to provisions of this Agreement prior to adoption and/or implementation of any such program.

**Article XXVIII**  
**Miscellaneous Provisions**

28.1

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

28.2

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

28.3

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

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

28.4

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

28.5

Summer school teachers shall not be eligible for a contract.

**Article XXIX**  
**Special Projects**

29.1

A Special Projects program shall be defined as any program designed to educate, train, or counsel clients which is funded through federal, state, or local monies obtained through a proposal or grant.

29.2

Special Projects positions shall be posted if a new project represents additional positions for the entire program, or when new funding exceeds 60 days from the termination of a project.

Example:

Project "A" expires on September 30 which had five (5) teachers employed and Project "B" commences October 1 and has provision for six (6) teacher positions. Only one (1) teacher position shall be posted. The remaining positions will be filled via internal movement.

29.3

Special Projects positions filled and held by bargaining unit members will be bargaining unit positions. The term "teacher" as defined in Article I shall apply to these employees. Special Projects positions not filled by WWEA members shall not be bargaining unit positions.

29.4

If more than one (1) qualified applicant has applied for a Special Projects position they will be hired in the following order of preference:

- a. Laid off bargaining unit members
- b. Bargaining unit members currently employed by the Wayne-Westland Community School District.
- c. Non-bargaining unit applicants.

If there is more than one (1) qualified applicant in the same group, the most seniored will be offered the position.

29.5

If a laid off teacher applies and does not receive the desired position, s/he shall be informed of the reasons why s/he was not given the position. The Association shall also be informed of this reason.

29.6

Special Projects positions shall not be positions for placement under the layoff process.

29.7

Laid off teachers filling Special Projects positions shall not receive seniority for said position, but will retain the same seniority rights as other laid off teachers.

29.8

The Board agrees to consult with the WWEA in the design and the content of Special Projects programs, as well as the working conditions, job descriptions, wages and fringe benefits of Special Projects positions.

29.9

The Board shall determine the pay scale, working hours, vacation and paid holidays for Special Projects positions. The pay scale, working hours, vacation and paid holidays shall be reviewed annually with the Association.

29.10

The grievance procedure, due process, and just cause provisions in the WWEA/WWCSD contract shall apply for bargaining unit teacher(s) working in Special Projects for the items covered in this Article exclusively.

ADULT AND COMMUNITY EDUCATION

ARTICLE XXX  
DURATION OF AGREEMENT

This Agreement shall be effective August 31, 1992, and shall continue until August 29, 1994.

WAYNE-WESTLAND EDUCATION  
ASSOCIATION

William Reece  
William Reece  
President

William Middel  
William Middel  
Vice-President

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

WAYNE-WESTLAND COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Leonard Posey  
Leonard Posey  
President, Board of Education

Laurel Raisanen  
Laurel Raisanen  
Secretary, Board of Education

Larry Thomas  
Larry Thomas, Ph. D.  
Superintendent

Bill D. Taylor  
Bill D. Taylor  
Associate Superintendent of  
Employee Services

Dated: September 28, 1992

ADULT/COMMUNITY EDUCATION  
SALARY SCHEDULE

<u>Step</u>	<u>1992-93</u>	<u>1993-94</u>
1	\$20.78	\$21.82
2	\$21.50	\$22.58
3	\$22.23	\$23.34
4	\$22.95	\$24.10
5	\$23.67	\$24.86
Substitute	\$22.36	\$23.48

APPENDIX A

1992-93 SCHOOL YEAR CALENDAR

<u>August</u>		<u>DI</u>	<u>ADI</u>
31	Teachers Only		
<u>September</u>			
1	am Teachers Only/ pm Instruction	1	1
2	am Instruction/ pm Teachers Only	1	2
3	Instruction	1	3
4	Instruction (am Kdg Conf)	1	4
7	Labor Day		
8	Instruction (pm Kdg Conf)	1	5
9-10	Instruction	2	7
11	Instruction (am Kdg Conf)	1	8
14	Instruction (pm Kdg Conf)	1	9
15-17	Instruction	3	12
18	Instruction (am Kdg Conf)	1	13
21-25	Instruction	5	18
28	Instruction (pm Elem Insrv)	1	19
29-30	Instruction	2	21
		(21)	(21)
<u>October</u>			
1-2	Instruction	2	23
5-6	Instruction	2	25
7	Instruction (pm Sec Insrv)	1	26
8-9	Instruction	2	28
12	Fall Recess		
13-16	Instruction	4	32
19-21	Instruction	3	35
22	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	36
23	Instruction (HS Comp Day)	(1)	37
26-28	Instruction	3	40
29	Instruction (JHS Conf 3:00 - 5:30, 6:30 - 9:30)	1	41
30	Instruction	(1)	42
		(21)	(42)

November

2	Instruction	1	43
3	Instruction (pm Elem EP)	1	44
4-6	Instruction	3	47
9-11	Instruction	3	50
12	Secondary Instruction (Elem Conf)	(1)	51
13	Secondary Instruction (Elem Comp Day)	(1)	52
16-20	Instruction	5	57
23-25	Instruction	3	60
26-27	Thanksgiving Recess		
30	Instruction	1	61
		(19)	(61)

December

1-6	Instruction	4	65
7-9	Instruction	3	68
10	Instruction (am Elem EP)	1	69
11	Instruction	1	70
14-18	Instruction	5	75
21-26	Christmas Recess		
28-31	Christmas Recess		
		(14)	(75)

January

1	Christmas Recess		
4-8	Instruction	5	80
11-15	Instruction	5	85
18-19	Instruction	2	87
20	instruction (Sec am Exams/pm Records)	1	88
21	Instruction (Sec am Exams/pm Records)	1	89
22	Instruction (Sec am Exams/pm Records)	1	90
	SEMESTER ENDS		
25-29	Instruction	5	95
		(20)	(95)

February

1-3	Instruction	3	98
4	Instruction (am Elem Insrv)	1	99
5	Instruction	1	100
8-12	Instruction	5	105
15-19	Instruction	5	110
22-26	Mid Winter Recess		

		(15)	(110)
<u>March</u>			
1-5	Instruction	5	115
8-12	Instruction	5	120
15-19	Instruction	5	125
22-24	Instruction	3	128
25	Instruction (Elem pm and evening conf JHS Conf 3:00 - 5:30, 6:30 - 9:30)	1	129
26	Instruction (Elem pm/Comp Day JHS Comp Day)	(1)	130
29-31	Instruction	3	133
		(23)	(133)
<u>April</u>			
1	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	134
2	Instruction (HS Comp Day)	(1)	135
5-8	Instruction	4	139
9	Good Friday		
12-16	Easter Recess		
19	Instruction	1	140
20	Instruction (am Elem EP)	1	141
21-23	Instruction	3	144
26-30	Instruction	5	149
		(16)	(149)
<u>May</u>			
3-7	Instruction	5	154
10-11	Instruction	2	156
12	Instruction (pm Sec Insrv)	1	157
13-14	Instruction	2	159
17	Instruction (am Elem EP)	1	160
18-21	Instruction	4	164
24-27	Instruction	4	168
28	Memorial Recess		
31	Memorial Day		
		(19)	(168)
<u>June</u>			
1-4	Instruction	4	172
7-8	Instruction	3	175
10	Instruction (am Elem EP)	1	176

11	Instruction	1	177
14-15	Instruction	2	179
16	Instruction (Sec am Exams/pm Records)	1	180
17	Instruction (Sec am Exams/pm K-12 Records)	1	181
18	Instruction (Sec am Exams/pm k-12 Records)	1	182
		(14)	(182)

DI = Days of Instruction

ADI = Accumulated Days of Instruction

APPENDIX B

1993-94 SCHOOL YEAR CALENDAR

<u>August</u>		<u>DI</u>	<u>ADI</u>
30	Building Planning	0	0
31	District Inservice	0 (0)	0
 <u>September</u>			
1	am Teachers Only/ pm Instruction	1	1
2	am Instruction/ pm Teachers Only	1	2
3	Instruction (am Kdg Conf)	1	3
6	Labor Day		
7	Instruction (pm Kdg Conf)	1	4
8-9	Instruction	2	6
10	Instruction (am Kdg Conf)	1	7
13	Instruction (pm Kdg Conf)	1	8
14-16	Instruction	3	11
17	Instruction (am Kdg Conf)	1	12
20-24	Instruction	5	17
27	Instruction (pm Elem Insv)	1	18
28-30	Instruction	3 (21)	21
 <u>October</u>			
1	Instruction	1	22
4-5	Instruction	2	24
6	Instruction (pm Sec Insv)	1	25
7-8	Instruction	2	27
11	Fall Recess		
12-15	Instruction	4	31
18-20	Instruction	3	34
21	Instruction (JH Conf 3:00 - 5:30, 6:30 - 9:30)	1	35
22	Instruction (JH Comp Day)	(1)	36
25-27	Instruction	3	39
28	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	40
29	Instruction (HS Comp Day)	(1)	41
		(20)	

November

1	Instruction	1	42
2	Instruction (pm Elem EP)	1	43
3-5	Instruction	3	46
8-10	Instruction	3	49
11	Sec Instruction (Elem Conf)	(1)	50
12	Sec Instruction (Elem Comp Day)	(1)	51
15-19	Instruction	5	56
22-24	Instruction	3	59
25-26	Thanksgiving Recess		
29-30	Instruction	2	61
		(20)	

December

1-3	Instruction	3	64
6-8	Instruction	3	67
9	Instruction (am Elem EP)	1	68
10	Instruction	1	69
13-17	Instruction	5	74
20-24	Christmas Recess		
27-31	Christmas Recess		
		(13)	

January

3-7	Instruction	5	79
10-14	Instruction	5	84
17-18	Instruction	2	86
19	Instruction (Sec: am Exams/pm Records)	1	87
20	Instruction (Sec: am Exams/pm Records)	1	88
21	Instruction (Sec: am Exams) (pm K-12 Records)	1	89

## SEMESTER ENDS

24-28	Instruction	5	94
31	Instruction	1	95
		(21)	

February

1-2	Instruction	2	97
3	Instruction (am Elem Insv)	1	98
4	Instruction	1	99
7-11	Instruction	5	104
14-18	Instruction	5	109
21-25	Mid-Winter Recess		
28	Instruction	1	110
		(15)	

March

1-4	Instruction	4	114
7-11	Instruction	5	119
14-16	Instruction	3	122
17	Instruction (HS Conf 3:00 - 5:30, 6:30 - 9:30)	1	123
18	Instruction (HS Comp Day)	(1)	124
21-23	Instruction	3	127
24	Instruction (JH Conf 3:00 - 5:30, 6:30 - 9:30)	1	128
25	Instruction (JH Comp Day)	(1)	129
28-31	Instruction	4 (23)	133

April

1	Good Friday		
4-8	Easter Recess		
11-15	Instruction	5	138
18	Instruction	1	139
19	Instruction (am Elem EP)	1	140
20	Instruction	1	141
21	Instruction	1	142
22	Instruction	1	143
25-29	Instruction	5 (15)	148

May

2-6	Instruction	5	153
9-10	Instruction	2	155
11	Instruction (pm Sec Insv)	1	156
12-13	Instruction	2	158
16	Instruction (am Elem EP)	1	159
17-20	Instruction	4	163
23-27	Instruction	5	168
30	Memorial Day		
31	Instruction	1 (21)	169

June

1-3	Instruction	3	172
6-8	Instruction	3	175
9	Instruction (am Elem EP)	1	176
10	Instruction	1	177
13-14	Instruction	2	179
15	Instruction (Sec: am Exams/pm Records)	1	180
16	Instruction	1	181

17

(am Sec Exams) (pm K-12 Records)  
Instruction 1  
(am Sec Exams) (pm K-12 Records)  
(13)

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A/CE TEACHER EVALUATION INSTRUMENT

1. Exhibits evidence of pre-planning for classroom activities.

UNSATISFACTORY     SATISFACTORY     GOOD     OUTSTANDING

COMMENTS:

2. Is dependable.

UNSATISFACTORY     SATISFACTORY

COMMENTS:

3. Follows prescribed administrative procedures and rules (records, etc.)

UNSATISFACTORY     SATISFACTORY

COMMENTS:

4. Provides a class environment which encourages learning.

UNSATISFACTORY     SATISFACTORY     GOOD     OUTSTANDING

COMMENTS:

5. Communicates ideas/information clearly within the classroom.

UNSATISFACTORY     SATISFACTORY     GOOD     OUTSTANDING

COMMENTS:

6. Maintains and/or seeks to improve subject matter competency.

UNSATISFACTORY     SATISFACTORY     GOOD     OUTSTANDING

COMMENTS:

7. The method and amount of instruction is appropriate to the class.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

8. Provides for student individualization within the time limits of the working day.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

9. Teacher's overall performance.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

I have reviewed this evaluation:

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Teacher

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Evaluator

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School

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Date signed

A/CE COUNSELOR EVALUATION INSTRUMENT

1. Exhibits evidence of organization for effective use of time.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

2. Is dependable.

UNSATISFACTORY  SATISFACTORY

COMMENTS:

3. Follows prescribed administrative procedures and rules (records, etc.)

UNSATISFACTORY  SATISFACTORY

COMMENTS:

4. Provides a positive counseling environment.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

5. Communicates ideas/information clearly to staff and students.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

6. Maintains and/or seeks to improve professional competencies.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

7. Uses methods and techniques of counseling appropriate to age group.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

8. Provides for individual differences of students within the timelines of the working day.

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

9. Counselor's over-all performance:

UNSATISFACTORY  SATISFACTORY  GOOD  OUTSTANDING

COMMENTS:

I have reviewed this evaluation.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
School

\_\_\_\_\_  
Date signed



