

Agreement

between

W-WEA

**Wayne-Westland
Education Association**

and the

Board of Education

Wayne-Westland Community Schools

**AUGUST 26, 2008-
AUGUST 23, 2017**



Wayne-Westland Community Schools, Westland, Michigan 48185
Gregory J. Baracy, Ed.D., Superintendent

ARTICLE 1.....	4
Recognition.....	4
ARTICLE 2.....	5
Association and Teacher Rights.....	5
ARTICLE 3.....	9
The School District's Rights.....	9
ARTICLE 4.....	9
Membership, Fees and Payroll Deductions.....	9
ARTICLE 5.....	10
Teaching Hours and Class Loads.....	10
ARTICLE 6.....	14
Teaching Conditions.....	14
ARTICLE 7.....	22
Professional Qualifications and Assignments.....	22
ARTICLE 8.....	25
Vacancies, Promotions, and Transfers.....	25
ARTICLE 9.....	27
Illness/Disability, Jury Duty.....	27
ARTICLE 10.....	30
Personal Business.....	30
ARTICLE 11.....	31
Unpaid Leave.....	31
ARTICLE 12.....	32
Association Leave.....	32
ARTICLE 13.....	33
Teacher Evaluation.....	33
ARTICLE 14.....	34
Health Examinations.....	34
ARTICLE 15.....	35
Professional Behavior.....	35
ARTICLE 16.....	36
Continuity of Operations.....	36
ARTICLE 17.....	38
School Calendar.....	38

ARTICLE 18.....	40
Professional Compensation.....	40
Part time auxiliary staff shall be compensated as follows:.....	46
ARTICLE 19.....	48
Insurance Protection.....	48
ARTICLE 20.....	54
Special Assignments	54
ARTICLE 21.....	55
Student Discipline and Teacher Protection.....	55
ARTICLE 22.....	56
Grievance Procedure.....	56
ARTICLE 23.....	60
Additional Compensation for Extra Duty.....	60
ARTICLE 24.....	65
Curriculum Related Conditions	65
ARTICLE 25.....	68
Special Education	68
ARTICLE 26.....	77
Severely Mentally Impaired Summer Program	77
ARTICLE 27.....	78
Staff Deployment for School Closings	78
ARTICLE 28.....	78
Seniority.....	78
ARTICLE 29.....	80
Layoff/Recall.....	80
ARTICLE 31.....	80
Certification.....	80
ARTICLE 32.....	81
Special Projects.....	81
ARTICLE 33.....	81
Negotiation Procedures	81
ARTICLE 34.....	82
Miscellaneous Provisions	82
ARTICLE 35.....	83
School Improvement Planning/Site Based Decision Making.....	83

ARTICLE 36.....	85
Duration of Agreement.....	85
APPENDIX A	86
SCHOOL YEAR CALENDARS	86
2012-13 CalendarAPPENDIX A	86
APPENDIX A	87
2013-14 Calendar APPENDIX A	87
APPENDIX A	88
2014-15 Calendar.....	88
APPENDIX A	89
2015-16 Calendar.....	89
APPENDIX A	90
2016-17 Calendar.....	90
APPENDIX B	91
APPENDIX C	95
EXTRA WORK/EXTRA PAY	95
APPENDIX D	99
WAYNE-WESTLAND COMMUNITY SCHOOLS.....	99
STANDARDS FOR EFFECTIVE TEACHING	99

This Agreement is entered into 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 (as amended), 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 1 Recognition

1.1

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

Bargaining Unit: All certified probationary/tenure teachers and teachers with professional and occupational certificates, temporary vocational authorizations, or full vocational authorizations under contract or on leave with the district, all media specialists; all counselors, full or part time; school psychologists; JROTC instructors; speech pathologists; school social workers; homebound teachers; special area teachers; learning consultants; nurses; therapists; middle school athletic directors; department heads; work study coordinators; special needs coordinators; co-op coordinators; alternative education teachers; elementary teachers in the Summer School Academic Program; all certified teachers teaching credit courses and counselors in Summer School.

1.2

Excluding: Superintendent, deputy superintendents, associate superintendents, assistant superintendents, administrative assistants to the superintendent, executive directors, directors, assistant directors, supervisors, coordinators, principals, assistant principals, all intern administrators, Data Processing Center operators, programmers, and analyst programmers, high school athletic directors, per diem substitutes, all certificated and non-certificated personnel being employed on an hourly basis in the leisure time program in continuing education, all certificated and non-certificated personnel being employed on an hourly basis in the Career/Technical, School Based, Head Start, Kids Plus, and SPARKEY programs in Adult and Continuing Education, and all non-academic summer school programs.

1.3

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

1.4

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

1.5

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

1.6

It is clearly understood by both parties that the non-bargaining unit positions of Nurse Assistant, Occupational Therapist Assistant, and Physical Therapist Assistant will not replace in whole or in part, any bargaining unit position of School Nurse, Occupational Therapist, and Physical Therapist.

ARTICLE 2

Association and Teacher Rights

2.1

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

membership in the Association, participation in any activities of the Association, participation in collective professional negotiations, or the institution of any grievance, complaint, or proceeding under this Agreement.

2.2

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

2.3

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

2.4

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

2.5

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

2.6

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

2.7

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

2.8

The Association may use school equipment including computers, typewriters, copy machines, and other duplication equipment normally available to teachers in accordance with Board policy, administrative regulations, and applicable legal requirements. The Association may also use calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. It is understood that such equipment shall not be removed from school property. The Association shall pay the current cost of all materials and supplies incident to such

use. Use of equipment other than that listed herein shall be with Administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal.

2.9

The Board agrees to furnish within ten (10) working days, all available information requested by the Association concerning the financial resources of the District. Timelines may be extended by mutual agreement.

2.10

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

2.11

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

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

2.12

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

2.13

No teacher shall be disciplined or discharged by the Board, except in a manner that is fair and reasonable, (not arbitrary or capricious) with the exception of the termination or non-renewal of a probationary teacher.

2.14

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

2.15

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

2.16

Each teacher shall have the right to review the content of his/her personnel file. S/he shall have the right to have Association representation in such review. All such reviews shall be made in the presence of the Senior Executive Director of Human Resources 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 W-WEA and the Board will follow all procedures as outlined in the Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978 MCLA 423.501 - 423.512. A teacher's personnel file may not contain a reprimand in excess of three years provided no additional reprimand occurs during the said three year period.

2.17

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 five (5) minutes after the close of the pupils' instructional day, except for school business which cannot be delayed. This dismissal time will not exceed two (2) meetings per month.

2.18

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

2.19

Special conferences for important matters will be arranged between the Association president and the Board or their designated representatives upon request of either party. Grievance hearings and bargaining sessions are not to be considered special conferences.

ARTICLE 3
The School District's Rights

3.1

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

ARTICLE 4
Membership, Fees and Payroll Deductions

4.1

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

4.2 Agency Shop - Mandatory Deductions

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

4.3

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent service fee, the Board agrees promptly to remit to the Association said fees accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the United Profession, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association in good standing and to furnish any

other information needed by the Board to fulfill the provisions of this article and not otherwise available to the Board.

4.4

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

4.5

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

4.6

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

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

ARTICLE 5 Teaching Hours and Class Loads

5.1

Elementary teachers shall not be required to report for duty earlier than 20 minutes before the opening of the pupils' school day and shall not be required to remain longer than 5 minutes after the close of the pupils' school day except when required for necessary staff meetings.

Middle and high school teachers shall not be required to report for duty earlier than 15 minutes before the opening of the pupils' school day and shall not be required to remain longer than 10 minutes after the close of the pupils' school day except when required for necessary staff meetings.

On Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

5.2

The instructional day shall be six (6) hours, twenty (20) minutes in length.

The weekly teaching load in the high schools will be 25 class periods, including passing time. In addition, each teacher will receive one class period of unassigned preparation per day.

The weekly teaching load in the middle schools will be no more than 1625 minutes per week. This will include an advisory period, one planning period, and five (5) teaching periods per day. Advisory time will not exceed 150 minutes per week. Teachers without assigned advisory time may be required to substitute (without compensation) for absent advisory teachers.

Teaching schedules in the middle and high schools may be altered up to fifteen (15) days a year to allow for compliance with state and district testing requirements. These alterations shall be fairly distributed among the teachers, insofar as possible.

As in the past, the Tinkham Center Alternative Education Program will use a block schedule in place of the traditional six-hour class schedule not to exceed 26 hours and 40 minutes per week. Each teacher will receive at least one hour of unassigned preparation time per day.

5.3

Every effort shall be made to assign no more than two preparations at the high school level whenever possible. Assignments of preparations at the high school level will be made following the involvement of the current department staff.

5.4

The weekly teaching load in the elementary schools (K-5) will not exceed 27 hours of pupil contact time. The 25 minute time period referred to in provision Article 5.1 is a period provided to teachers for planning and preparation.

5.5

To insure time for elementary teachers to evaluate students and programs, to plan and prepare for instruction, and to receive additional inservice training/professional development, the District shall place nine (9) days into the calendar for these purposes. The days shall be allocated in the following manner:

1. Five half days for teacher planning and preparation
2. Three half days for records
3. Eight half days for inservice/professional development

An Elementary Special Area Advisory Committee, coordinated by an administrator from the General Education Department, will determine the use of one planning day for elementary special area teachers. The committee shall consist of one representative from each special area.

An Elementary Special Education Advisory Committee, coordinated by an administrator from the Special Education Department, will determine the use of one planning day for elementary special education teachers. The committee shall consist of a total of five (5) elementary special education teachers and shall represent various programs.

5.6

To insure time for middle school teachers to evaluate students and programs, to plan and prepare for instruction, and to receive additional inservice training/professional development, the District shall place nine and one-half (9 1/2) days into the calendar for these purposes. The days shall be allocated in the following manner:

1. Two half days for teacher planning and preparation
2. Seven half days for records
3. Eight half days for inservice/professional development

To insure time for high school teachers to evaluate students and programs, to plan and prepare for instruction, and to receive additional inservice training/professional development, the District shall place nine (9) days into the calendar for these purposes. The days shall be allocated in the following manner:

1. Two half days for teacher planning and preparation
2. Six half days for records
3. Eight half days for inservice/professional development

5.7

Elementary school classes will have one daily recess not to exceed 20 minutes in length. Teachers relieved due to shared recess supervision shall not be responsible for students during that period. If a teacher chooses not to share recess, and such choice results in teaching hours in excess of 27 hours, such excess shall not be subject to the grievance procedure.

5.8

Elementary teachers will be provided five (5) fifty (50) minute blocks of planning per week, not including the 25 minutes referred to in Article 5.1.

One-half day Kindergarten teachers may be scheduled in 25 minute blocks as long as s/he receives the same total planning time as the other classroom teachers.

5.9

All teachers shall have a duty free lunch period. It is agreed that the Board will provide a minimum of a half hour lunch at the elementary, middle, and high schools.

5.10

Dismissal times for half days shall be consistent with that of full days.

5.11

Teachers having kindergarten assignments in two buildings and middle school and high school staff assigned to at least two buildings who, because of class schedules, are required to travel during lunch or preparation time shall receive a two percent (2%), per semester, contract rider based on the BA minimum. This stipend is limited to general education classroom teachers and special education basic classroom teachers only.

In addition, middle school and high school teachers who are assigned to a third or fourth building will receive an additional 2% of the BA minimum per semester for each building above 2 (two). Teachers with less than full-time (1.0) schedules and paid as full-time employees shall be excluded from this subsection.

5.12

Teachers of vocal music, art, life skills, media, and physical education at the elementary level and librarians at all levels shall be so scheduled that both relief and preparation time shall be at least equal to that of the classroom teacher at a comparable level. Adequate travel time shall be provided special area teachers.

5.13

1. All special area teachers shall receive a minimum of 250 minutes of preparation time per week. Of these 250 minutes, they will at least receive one 20 minute block per day.
2. Morning special area classes shall begin no earlier than 5 minutes after the beginning of the instructional day. All other special area classes shall have a minimum of five minutes between each class, except for physical education afternoon sessions.
3. Special area teachers shall teach no more than the equivalent of six 50 minute classes per day.
4. When possible, the special area administrator shall continue to honor the teacher's choice in making building assignments and will attempt to schedule teachers into no more than two (2) buildings.
5. The regular classroom teacher, the special area teacher, the building administrator, and the General Education Department must mutually agree to any deviation from the contract regarding the scheduling of K-5 special area classes.

The General Education Department will forward a copy of any such deviation to the Association.

6. Adequate travel time shall be provided with said time to coincide with the specific instance of travel, unless said travel time will reduce the teacher's schedule below thirty class sections. In such cases, travel time shall be granted at other time(s) in the schedule. Travel time required during lunch and/or planning time will be compensated at the prorated travel time 2% rate.
7. Open class times of the teachers of elementary art, vocal music, physical education, life skills, and media will be to work on the enhancement of their respective programs collaboratively in individual classrooms and for the building as a whole. These open class times are not intended to be used to provide additional planning time for the classroom teacher.

ARTICLE 6

Teaching Conditions

6.1

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

6.2

The following guidelines for class size shall not be exceeded except when unusual circumstances, such as instructional innovations, limitations of available facilities, or other valid reasons dictate otherwise. Teachers may bring to the attention of building administrators when exceptional circumstances exist justifying a departure from these guidelines for classes they teach.

1. Elementary

Effective with the 2010-2011 school year, class sizes will be as follows:

Kindergarten	27 pupils
Grades 1-3	28 pupils
Grades 4-6	31 pupils

Class sizes for elementary split level classes are as follows:

Grades 1-2	23 pupils
Grades 2-3	23 pupils
Grades 3-4	25 pupils
Grades 5-6	26 pupils

Acceptable elementary overloads are as follows:

Effective with the 2011-2012 school year:

Kindergarten	3 pupils
Grades 1-3	3 pupils
Grades 4-6	4 pupils

Effective with the 2012-2013 school year:

Kindergarten	4 pupils
Grades 1-3	4 pupils
Grades 4-6	5 pupils

The Board shall notify the Association within forty-eight (48) hours of any elementary classroom loads which exceed the above maximums.

The Board shall rectify any overloads in the following manner:

On the first day of the second week of school, an elementary classroom teacher who has a class in excess of the contractual class size, shall receive \$5.00 per day (\$2.50 per half-day kindergarten session), per overload student to relieve his/her situation temporarily. This rectification of overloads shall continue until the first day of the fourth week of school, unless the District decides to provide an additional teacher to relieve the situation.

On the first day of the fourth week of school, and for any overload situation occurring thereafter, the District shall rectify the overload in the following way:

Elementary classes that exceed the allowable overloads shall necessitate an additional teacher.

Elementary classes with allowable overloads may select from one of three reliefs:

- a. The affected classroom teacher will receive a full time overload aide. This overload aide will accompany and remain with the students during their special area classes.
- b. The affected classroom teacher will receive \$5.00 per day (\$2.50 per ½ day kindergarten session), for the first overload student and \$10 per day (\$5.00 per ½ day kindergarten session), per student for additional overload students.
- c. The classroom teacher may elect to receive no more than \$600.00 for the purchase of instructional materials and equipment to be utilized in the classroom. The affected classroom teacher will receive \$300.00 for the first semester and an additional \$300.00 for the second semester if the overload continues to exist at that time.

Special area teachers will receive a pro-ration (\$1/\$2) of the compensation if the classroom teacher selects option “b”. If the classroom teacher picks option “c”, the special area teacher will receive a pro-ration (\$1/\$2) of compensation as if the classroom teacher selected option “b”.

Effective with the 2010-2011 school year, the following procedures regarding overloads will apply:

Overloads at a grade level will first be placed in the appropriate Split Level classroom if one exists in the building.

Before any classroom gets a third student overload, other same grade classrooms will be overloaded if one is available in the building.

The District, furthermore, shall adhere to a five (5) day timeline to rectify any overloads occurring after the first day of the fourth week of school.

2. Middle Schools

Effective with the 2010-2011 school year, the class sizes shall be limited to 33 students.

Allowable Middle School overloads are as follows:

Effective with the 2011-2012 school year: 3 pupils

Effective with the 2012-2013 school year: 4 pupils

Class size for physical education and music classes is 38. If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first three students over 33 students (effective with the 2012-2013 school year, for the first four students).

Beginning with the first Monday following the fourth week of School and for any overload situation occurring thereafter, the district shall rectify the overload situation by paying the affected classroom teacher \$2 per overload, per hour, per day.

No individual class may exceed allowable overloads with the exception of Music and P.E. classes identified above.

3. High Schools

Effective with the 2010-2011 school year, class sizes shall be limited to 34 pupils, with the exceptions of the following conditions:

- a. All industrial arts/technology classes shall be limited to 30 pupils.
- b. Building Trades II classes shall generally be limited to 22 pupils.
- c. All art classes shall be limited to 32 pupils.
- d. Science laboratory class sizes shall be limited to 30 students.
- e. All English classes whose primary purpose is the teaching of composition skills shall be limited to 30 students and those required core communication arts classes that combine both composition and literature shall be limited to 32 students.
- f. Computer classes shall be limited to 32 pupils with no more than 2 students per computer.
- g. Online classes will be monitored by the Media Specialist.
- h. All life skills laboratory classes shall be limited to 32 students.
- i. Class size for physical education (excluding health classes) and music classes is 38. If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first three (3) students over 34 students (effective with the 2012-2013 school year, four (4) students).
- j. Beginning with the first Monday following the fourth week of School and for any overload situation occurring thereafter, the district shall rectify the overload situation by paying the affected classroom teacher \$2 per overload, per hour, per day.

Allowable High School overloads are as follows:

Effective with the 2011-2012 school year: 3 pupils

Effective with the 2012-2013 school year: 4 pupils

No individual class may exceed allowable overloads with the exception of Music and P.E. classes identified above.

6.3

The ratio of students to counselor shall be 330-1. If this ratio increases, an additional full time or part time counselor shall be provided in the affected building(s) no later than four weeks subsequent to determination of said overload.

6.4

Secretarial services necessary for the day to day operations of the counseling departments in each middle and senior high school will be provided.

6.5

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

6.6

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

6.7

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.

6.8

All teachers require time, space and facilities to prepare materials and plan work. The Board shall provide in every school a teacher's work area containing adequate equipment and facilities to aid in planning and preparation, including typewriter and duplicating machine. The work area shall be in addition to and separate from the faculty lounge facilities provided in each building. Telephone facilities shall be made available for reasonable use. Employees shall reimburse the Board for all personal toll calls. Employees shall report all toll calls on a form which will be provided by the Board. The principal is responsible for filing reports and including remittance for toll payments for non-school calls with the Business Office.

6.9

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

kindergarten and Center Program classrooms will be recognized in establishing cleaning schedules of respective buildings.

6.10

The Board shall provide:

1. A separate desk and file cabinet for each teacher.
2. Closet space for each teacher to store his/her coat, overshoes, and personal articles.
3. Adequate storage in each classroom for instructional materials.
4. Teacher edition copies, exclusively for each teacher's use, of all texts used in the courses s/he is to teach. This provision also applies to student teachers where possible.
5. A dictionary in each classroom.
6. A sufficient supply of paper, dittos, pencils, chalk, and other classroom materials for the conduct of instruction.
7. Updated reference materials.
8. A protective outer garment (smock or shop coat) for teachers of special education, home economics, industrial arts, science, and art as a protection against excessive damage resulting from machinery, tools, materials used in their work or activities related to their work, if requested by the teacher.

6.11

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

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

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

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

Teachers will not be required to search for explosives.

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

6.12

Professional Responsibilities

1. General - The parties agree that the supervision of students is an integral part of every teacher's duties. The teacher's day shall include supervision of students, attendance at scheduled faculty and faculty committee meetings, preparation for classroom responsibilities, availability for student and parent conferences, attendance at annual school open house (K-12), and kindergarten roundup where applicable. Attendance will be voluntary at PTA meetings.
2. Extra Curricular - The Association agrees that there are extra curricular duties which are an integral part of the educational program of the W-WCS. The Association recognizes the necessity of faculty participation in these extra curricular activities. The building principal will notify the staff monthly of all known extra curricular events and staff personnel needs. Teachers shall have the opportunity to volunteer for these functions. If the principal has difficulty in securing volunteers for such extra curricular activities, the building staff advisory committee shall assist the principal. Members of the committee will then inform the staff of the problem and attempt to secure volunteers. At the same time the staff advisory committee is advised of such situation, the Association shall also be notified. Should the staff advisory committee fail in its efforts, the Association shall then use its good offices to alleviate these problems.

6.13

When a classroom is not scheduled for a general or self contained special education classroom, it will be made available for special area instruction.

6.14

Middle school teacher grades shall be due at the beginning of the second working day following the close of the marking period, except for the marking period at the end of the school year in June.

High school teacher grades shall be due at the beginning of the second working day following the close of the marking period, except for the marking period at the end of each semester.

6.15

Teachers assigned to more than one building shall not have conference time in excess of other staff.

6.16

The parties recognize the affective nature of a counselor's responsibilities and agree that clerical duties, including attendance keeping, shall not be the primary focus of his/her daily activities.

6.17

Required meetings shall not exceed one per week. They shall normally occur on Tuesdays following the regular work day unless otherwise agreed to by the principal and a majority of the staff. These meetings, moreover, shall not exceed one hour in length. Required meetings may be used for staff meetings, department meetings, team meetings, inservices, etc.

Three of the above meetings shall be two hours in length and shall be used for professional development.

In addition to the professional development days identified in the school calendar, all WWEA members are required to participate in 6 hours of professional development after the instructional day. Required weekly meeting times will be used for this purpose, except that an administrator may schedule, with a week's notice, professional development meetings which are 2 hours in length. Should an administrator schedule such a meeting, s/he will eliminate one required weekly meeting sometime during the school year.

There shall be no required meetings during conference weeks or Open House. Building principals shall solicit staff input in scheduling Open House.

6.18 General Education Classroom Assistance

1. To assist the general education classroom teacher the District shall guarantee a minimum average of one (1) four hour a day part-time paraprofessional per elementary building.
2. These paraprofessionals shall be in addition to overload aides who may be assigned a teacher because of a general education class size overload.
3. If the teacher/s in an affected building believe s/he/they are in need of additional paraprofessional assistance, they may request an additional allocation or portion thereof from the Executive Director of Special Education. To this end, the District shall make available a cadre of paraprofessionals for such additional allocations. If, however, the teacher's request is denied, s/he may appeal such denial through the W-WEA to the Executive Director of Special Education.

The intent of this subsection is to augment the number of paraprofessionals assisting general education teachers, including special area teachers, who have LD, EI, EMI students, or potentially identifiable LD, EI, and/or EMI students in their classrooms.

4. The District will develop a cadre of substitutes for paraprofessionals and will make every effort to provide a substitute when the paraprofessional is absent.

ARTICLE 7

Professional Qualifications and Assignments

7.1

The Board's goal is to hire teachers who hold certificates, permits, or vocational authorizations valid for the positions to which they are assigned; who meet the standards of being highly qualified under the No Child Left Behind (NCLB) Act of 2001 for the positions to which they are assigned; and who meet AdvancEd requirements for the positions to which they are assigned.

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 group members who are educators.

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

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

7.4

All teachers shall be given written notice of their assignments for the forthcoming year no later than the second Monday in June. For elementary teachers such notice shall include building and grade level. For middle school and high school teachers such notice shall include building, department(s) and a listing of probable courses to be

taught. For Special Education personnel the notice shall include department, assignment within a department, and building(s). The notice for elementary special area teachers and others assigned from Central Office, such as Learning Consultants, shall include building(s) assigned. The assignment of a particular teacher is subject to change based upon situations involving layoff and recall.

If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected teacher, when possible.

1. In the event that changes in a teacher's June assignment as to grade level or department or, in cases of Special Education personnel, assignment within a department and/or building are made after the June date, such changes shall be considered an involuntary transfer and shall be governed by Article 8.4 as herein provided.
2. In the event the number of sections in a grade level(s) within an elementary building decrease, the affected teachers may change grade levels on a voluntary basis. The majority of students in a split level class will determine a teacher's grade level assignment within the building pursuant to this article.

7.5

In the event a teacher or teachers should wish to participate in a voluntary teacher exchange the following procedure will apply:

1. The final determination for an exchange will be made by the Human Resources Division.
2. Teachers wishing to teach in another assignment for one year would so indicate by contacting the Human Resources Division, in writing, with copies to their building principal and union.
3. Consideration would be given to date of request, applicable certification and finding two exchanges that are acceptable.
4. At the end of the year, teachers return to their home base building without loss of seniority or benefits as outlined in the Wayne-Westland Education Association Contract.
5. If a layoff or attrition occurs during an exchange, the exchange teacher will be shown at his/her home base school.
6. The exchange is voluntary and both teachers must agree.
7. It is preferable to apply in pairs, but not necessary.

8. Teachers participating in an exchange shall forego any voluntary transfers under Article 8 during the year/s of their exchange. Likewise, teachers accepting a transfer under Article 8 cannot participate in an exchange.
9. A deadline for applying to be an exchange teacher will be determined yearly by the Human Resources Division.
10. Should all parties involved agree to a second consecutive year of exchange the exchange will become permanent.

7.6

Twinning - The purpose of the voluntary Twinning Program is to allow two teachers to share a single full time assignment or to allow an individual to teach a part time assignment for a school year. The Human Resources Division will make the final determination for twinning.

1. It is expressly understood that the pairing or part time single assignment shall not occur, if it results in the layoff, involuntary transfer, or the attrition from a building of a full time teacher or if it prevents the recall of a laid off teacher.
2. Only teachers with two or more years of service in the Wayne-Westland Community School District shall be eligible for twinning.
3. To be eligible for consideration under this article, teachers must inform the Human Resources Department, in writing, by April 1.
4. Teachers may request who their partner may be for the joint position. A teacher may also apply on an individual basis.
5. The building principal will have the opportunity to interview teachers who wish to twin in his/her building.
6. Requests for leaves of absences shall be granted, contingent upon replacement.
7. All other articles of the Master Agreement shall remain in full force and effect.
8. The first year, an employee twinning will receive a full year of seniority. If twinning is done for a second year or more, seniority will be provided at a rate equal to the time worked while twinning.
9. Twinning rotations for middle and high school shall be:
 - a. Semester
 - b. 60% full year
 - c. 40% full year

- d. 60% Teacher A - 40% Teacher B full year
 - e. 60% Teacher A - 40% Teacher B semester
10. Twinning rotations for elementary shall be:
- a. Semester
11. The program will operate on a cost basis as follows:

The Board will pay in accordance with Article 19, all fringe benefits for W-WEA members on twinning with the following exceptions:

- a. Those enrolled in either full family, individual/spouse, or individual health insurance will have their premiums prorated.
- b. The amount to be paid by the Board will be determined by the percentage of time worked by the individuals.

ARTICLE 8

Vacancies, Promotions, and Transfers

8.1

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provides opportunity for promotion shall be posted on the District website. 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 an online application.

For a teacher to be qualified to transfer to another position, s/he must be properly endorsed for the position; must be highly qualified for the position in accordance with the No Child Left Behind (NCLB) Act of 2001; and must meet AdvancEd requirements for the position.

8.2

There shall be no less than two postings per calendar year for transfers, one prior to the layoff/placement process each spring and one five (5) day posting the third week of July, prior to the date all teachers are to report for work at the beginning of each school year.

All vacancies caused by leaves of absence, retirements, resignations, terminations, and new allocations will be posted, except for vacancies lost to attrition at the time of the spring posting.

With the exception of the July posting, all postings shall be for at least ten (10) days and will be filled in accordance with Article 8.1.

Exceptions: The following vacancies will be posted and filled as they occur; Counselors, Co-Op Coordinators, Social Workers, Psychologists, and Learning Consultants.

Teachers hired at a higher Salary Step than dictated by the formula in Article 18.2(1) shall be eligible to transfer under Articles 8.1 and 8.2 only to positions in the area for which they were hired for the first three school years of employment.

First and second year probationary teachers and all teachers on Support Plans shall not be eligible to transfer under Article 8. Second year probationary teachers may first participate in the Article 8.1 posting/transfer process in the spring of their second year of teaching in the District.

8.3

All applicants applying for internal postings will fill out the required W-WEA Internal Posting Application Form indicating their specific areas of interest. The vacancies will be filled in accordance with Article 8.1 criteria. All teachers accepting transfers to vacancies must teach in that position for at least one school year before they will be eligible for another voluntary transfer. Teachers will not be prohibited, however, from applying for counseling, co-op coordinator, social worker, psychologist, or learning consultant vacancies.

8.4

Involuntary transfers, not made as a result of a reduction, may be effected only for reasonable and just cause. Ten (10) days prior to the effectuation of said involuntary transfer the Superintendent shall inform the affected teacher and the Association of the reasons for the transfer, except if the transfer results in the recall of a laid off teacher.

8.5

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

1. The District shall post all open contracted positions to Adult and Community Education teachers.
2. Wayne-Westland Adult and Community Education teachers shall be given a credential review, an interview, and equal consideration annually for posted positions. The Board, however, may hire a non-bargaining unit applicant for the assignment.

ARTICLE 9

Illness/Disability, Jury Duty

9.1

At the beginning of each school year, each teacher shall be credited with ten (10) sick leave days. In addition, the unused portion of each teacher's sick leave shall accumulate from year-to-year without limit.

Teachers employed after the beginning of the school year shall be credited, upon employment, with the appropriate prorata of ten sick leave days. For example, a teacher hired in November will be credited with eight sick leave days for the remainder of the year.

Teachers employed less than full time shall be credited, upon employment, with the appropriate prorata of ten sick leave days according to the time they work. For example, a teacher with a .6 assignment will be credited with six sick leave days for the year.

Sick leave for a part time teacher shall be debited from his/her paid leave account on a prorata basis according to the amount of time s/he works. For example, a teacher with a .6 assignment will be debited .6 of a sick leave day for each work day on sick leave.

9.2

Sick leave may be used for:

1. Bona fide incapacity to report for and discharge duties, including disabilities relating to pregnancy.
2. Death in the family (husband, wife, children, parents, grandchildren, close relative and close associates).
3. 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.
4. Emergency visits to doctor or clinic.

9.3

At the beginning of each school year, the Board shall credit each teacher with two (2) bereavement leave days to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or children. If additional days are required, use of sick leave or personal leave is permissible. Bereavement days shall not carry over from one year to another.

9.4

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

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

9.5

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

duties. A teacher involved in personal litigation must use personal business days for such testimony.

9.6

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

9.7

For any absence which exceeds three (3) consecutive work days under the sick leave provision, the teacher may be required to submit verification of ability to return to work. In the event there are chronic absences on the part of an individual teacher, s/he may be required to provide the Human Resources Division with written verification for future absence(s). No request for verification due to chronic absenteeism shall be made, however, unless a teacher has been given prior written notice of his/her situation regarding chronic absenteeism.

9.8

Teachers shall not be charged sick or personal leave time when school has been canceled because of inclement weather unless they are out on an extended absence.

9.9

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

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

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

9.10

The Board of Education and the Association recognize the need for necessary sick and personal day usage by members. The parties also recognize that it benefits students and staff if the utilization of these days is minimized. Based on this understanding, the parties agree to share in cost savings if the number of sick/personal days is reduced.

The payments will be calculated as follows:

At the end of the 2013-2014 school year, the total number of sick and personal days used by all WWEA members for that year will be calculated. This total will be compared to the prior year's sick/personal days used. If there are fewer days used in the 2013-2014 school year compared to the 2012-2013 school year, this

difference between the current and prior year will be multiplied by \$50 per day. This total amount of money will then be distributed to all WWEA members who utilized fewer than 5 sick/personal days during the 2013-2014 school year and who remain actively employed with the school district when these payments are made.

This calculation will occur after the 2013-2014 school year and the funds will be distributed in the fall of 2014.

The parties will review the effectiveness of this incentive in fall 2014 to determine whether or not this understanding should be renewed.

ARTICLE 10

Personal Business

10.1

Teachers shall be allowed up to three (3) days per year for absences of a personal nature. Except in cases 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, or on any day on which an Open House or Professional Development/Inservice is scheduled, or for any time during which Parent/Teacher Conferences are held.

Personal Business days may not be used in conjunction with absences without pay for extended time off.

Exceptions under this article may be granted in advance only by the Human Resources Office.

10.2

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

10.3

Unused personal business time shall be added to the individual's sick bank at the end of the school year.

ARTICLE 11

Unpaid Leave

11.1

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

11.2

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

11.3

Parental Leave

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

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

11.4

When a parental leave expires, the Board shall place the teacher in a manner that doesn't conflict with applicable law.

11.5

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

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

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

11.6

Except for the purpose of accepting employment elsewhere, a General Purpose Leave will be granted for one complete school year if such a request is made in writing to the Human Resources Department prior to July 1 of that school year.

After July 1, General Purpose Leaves may be granted for an entire school year or the balance thereof, at the discretion of the Board, upon receipt of a timely written request for such.

All General Purpose Leaves shall end on the first working day of the school year following the year of the Leave.

A request for a one school year extension of a General Purpose Leave may be granted, at the discretion of the Board.

11.7

Teachers returning from any of the leaves mentioned in this article shall suffer no diminution of sick leave, seniority, or incremental experience earned prior to the commencement of their leaves. Teaching experience gained outside of the Wayne-Westland Community Schools while on such leaves will not be credited toward any incremental salary steps.

11.8

Upon the completion of an unpaid leave, a teacher's failure to confirm acceptance within 15 calendar days of the receipt of the Board's written notification of placement for the ensuing school year shall result in the employee's termination of employment. Likewise, failure to return to work from an unpaid leave will result in the employee's termination of employment.

ARTICLE 12 Association Leave

12.1

A total of 110 days shall be granted to the Association for the advancement of the profession and Association business. Leave requests will be reviewed by the Human Resources Office.

Should this bank of 110 days be depleted, the Association may purchase up to 60 additional Association release days by paying the Board the daily substitute teacher rate for each additional day.

Twenty (20) of the 110 Association leave days each year of the contract will be made available for the exclusive use of Association coordinators for the purpose of curriculum work.

12.2

A leave of absence without pay shall be granted to any teacher upon application for the purpose of serving as an officer or staff member of the MEA or NEA. When a leave for this purpose ends, the affected teacher shall be returned to the assignment s/he occupied at the time the leave began, if vacant; if not vacant, then the affected teacher shall be assigned to an assignment comparable to that which s/he occupied at the time the leave began. The affected teacher shall be placed at the same position on the salary schedule as s/he would have been placed had s/he taught in the District during the period of the leave.

12.3

The Board shall provide from the bargaining unit a teacher consultant as determined by the Association to conduct business throughout the District pertaining to items of this Agreement. Upon completion of his/her assignment as a consultant, the person shall be returned in a manner that doesn't conflict with applicable law. Upon return, any salary experience increment and seniority earned during this assignment will be credited at full value.

ARTICLE 13 Teacher Evaluation

13.1

All WWEA members are required to participate in an on-going professional growth process and will be evaluated annually. Throughout a teacher's professional career, the educator and administrator will work collaboratively each year to ensure the strengthening of the Standards for Effective Teaching (Appendix D). The purpose and benefit of yearly evaluation include:

1. Demonstration of Standards for Effective Teaching
2. Continued Professional Growth
3. Continued Focus on Student Achievement

13.2

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

13.3

The evaluation for such personnel as social workers, nurses, speech and language specialists, psychologists, therapists, and teacher consultants who are assigned to more than one building will be the responsibility of the immediate supervisor with appropriate input from the building administrator.

13.4

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

13.5

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

13.6

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

13.7

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

Mentor Teacher positions will be offered first to bargaining unit members as an extra pay for extra duty assignment under Articles 23 and 8. The administration will notify the Association of Mentors selected and of the Mentor/Teacher matches.

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

ARTICLE 14

Health Examinations

14.1

Physical exams shall only be required as mandated by law or as outlined in Articles 9.9 and 11.5.

14.2

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.

14.3

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

14.4

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

ARTICLE 15

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. In addition, teachers shall comply with above stated statutes, rules and regulations and all Board policies, rules and regulations which are not inconsistent with the provisions of this Agreement.

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 or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. At no time will this cause the meeting to be delayed more than 48 hours.

15.3

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage except in a manner that is fair and reasonable (not arbitrary or capricious) except for the termination, non-renewal, or evaluation of a probationary teacher. Any such discipline or reduction in rank, compensation or advantage shall be subject to Levels 1 and 2 of the professional grievance procedure hereinafter set forth, except for the termination, non-renewal, or evaluation of a probationary teacher. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association unless the teacher specifies in writing that the Association shall not be notified. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceeding against the offending teacher and so notify the superintendent.

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 school officials. Teachers shall not use their students outside of class hours to enhance their political and private aspirations, unless approval has been obtained from the parents of these students and the principal has been notified before the occurrence.

ARTICLE 16 Continuity of Operations

16.1

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.

16.2

The Board and the W-WEA agree that they 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.

16.3

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

This article is modified for the 2011-2012 and 2012-2013 school years in order to create two (2) furlough days. Member's pay will be reduced by the member's daily rate of pay, calculated in accordance with Article 18.5, for two (2) days. This reduction will occur in the form of a deduction, spread out over 20 pay periods.

The parties anticipate the furlough days will be taken on the first two days where district wide classes are canceled by the District due to weather conditions, health concerns, or other "Acts of God." If a member is required by the District to work on a furlough day(s), s/he will take a furlough day(s) on an alternative date, mutually agreed upon by the member and his/her supervisor.

In the event a member's scheduled sick or personal day coincides with a furlough day, the member will not be charged the sick or personal day.

If two "Act of God" (furlough) days have not occurred by March 31 of a given year, the parties agree to meet to discuss other options for furlough days.

Those members who intend to resign at the end of the 2011-2012 school year and notify in writing their intent to resign to the Human Resources Department by August 15, 2011, will be given an irrevocable option of making a healthcare contribution deduction in lieu of the two (2) unpaid furlough days. This contribution will equal the equivalent of two days pay and will be in addition to the healthcare contribution required under Article 19.2.

16.4

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.

16.5

In the event that additional school days must be scheduled due to the loss of days as prescribed by the State of Michigan, the following will apply:

1. The days shall be scheduled beginning with the first day following the end of the school year.
2. The days shall be scheduled so that calendar events (exams, half days, etc.) are shifted to maintain the end of the year calendar.
3. By mutual agreement, the parties may schedule these additional days in a manner other than described above in 1 and 2.
4. It is clearly understood that no additional salary will be received for working the necessary day or days as required.
5. Prior administrative approval is required for the use of personal business days when make up days are designated.
6. A statement from a doctor may be required to verify illness taken during a make up day or days.
7. Employees scheduled to work additional days, i.e., counselors, co-op coordinators, psychologists, etc., will work the week immediately following the week in which days are made up. By mutual agreement, there may be a variation to this schedule.

16.6

The Association will not strike and the District will not lock out in violation of the Public Employment Relations Act.

ARTICLE 17

School Calendar

17.1

School calendars are found in Appendix A.

The school year for students will be:

173 days for Elementary students

174 days for Middle School and High School students

The work year for WWEA members will be 181 days.

17.2

Parent/Teacher Conferences shall be held on two days following the instructional day each semester and shall be designated in the School Calendar.

Each session shall be 3 hours in duration and all teachers are expected to attend.

Elementary schools shall determine the times of their sessions using the Site Based decision making process. However at least one session may not start earlier than 5:00 p.m.

One middle and high school conference session shall begin 30 minutes after the end of the instructional day and the other session shall begin at 5:00 p.m.

Each session shall be considered one half day of work. One compensatory day shall be built into the School Calendar each semester.

Elementary full day conferences shall be on Friday of the conference week. Middle and high school conferences shall be on Wednesday and Thursday.

Special Kindergarten Consideration

Five half days will be provided to kindergarten teachers for the purpose of Parent Orientation, Conferences, Evaluation and Kindergarten Roundups. Substitutes will be provided for the kindergarten classes during this time. The kindergarten teacher will submit a plan for the use of these days to the building administrator for approval by the end of the first week of school.

17.3

A bank of 200 days will be provided by the Board of Education for the express purpose of allowing teachers the opportunity to visit and observe programs that would enhance the District's curriculum. Visitation days shall be approved by the Division of Instruction and the building principal.

17.4

The counselor work year shall consist of seven additional days beyond the normal teacher calendar. The schedule of these days will be as follows:

- Five (5) consecutive days the week before the opening of school.
- Two (2) consecutive days in the week immediately following the last week of school.

- Exceptions to the above schedule may be arranged with the permission of the principal.

17.5

Counselors cannot use sick leave or personal business leave for the additional work stipulated in Article 17.4. The District, furthermore, will compensate these individuals at their daily rates (salary divided by the number of workdays specified in Article 18.5). Any additional workdays beyond the normal teacher calendar will likewise be compensated at the person's daily rate. Compensatory time shall not be used.

17.6

All new hires will report to work 2 days early during their first three years for orientation, in-service, staff development, etc. Payment for these days shall be considered part of Article 18.1.

17.7

Workdays without student instruction will be scheduled as follows:
8:00 a.m. to 3:20 p.m., with one hour designated for lunch.

ARTICLE 18 Professional Compensation

18.1

The basic compensation for the period of this Agreement will be set forth below:

Effective September 1, 2005, all new Ph.D.s Ed.D.s, J.D.s, or L.L.D.s, will be placed on the DBL MA/Ed. Sp. salary lane and be paid the stipend identified in Article 18.3. All teachers currently on the Ph.D. salary lane shall be grandfathered.

2008-2009 Salary Scale				
Step	BA	MA	Double MA/Ed. Specialist	PhD
1	35,011	38,682	41,217	44,900
2	37,113	41,003	43,689	47,594
3	39,342	43,461	46,310	50,449
4	41,699	46,070	49,088	53,477
5	44,203	48,836	52,036	56,684
6	46,856	51,764	55,157	60,084
7	49,666	54,869	58,467	63,690
8	52,644	58,160	61,973	67,510
9	55,804	61,652	65,693	71,563
10	59,150	65,350	69,634	75,856
11	62,700	69,270	73,813	80,408
12	67,350	73,427	78,240	85,232
13		78,510	83,517	90,345
14				96,112

The 2008-2009 Salary Schedule represents a 1.75% improvement from the 2007-2008 salary schedule.

2009-2010 Salary Scale				
Step	BA	MA	Double MA/Ed. Specialist	PhD
1	35,536	39,262	41,835	45,574
2	37,670	41,618	44,344	48,308
3	39,932	44,113	47,005	51,206
4	42,324	46,761	49,824	54,279
5	44,866	49,569	52,817	57,534
6	47,559	52,540	55,984	60,985
7	50,411	55,692	59,344	64,645
8	53,434	59,032	62,903	68,523
9	56,641	62,577	66,678	72,636
10	60,037	66,330	70,679	76,994
11	63,641	70,309	74,920	81,614
12	68,360	74,528	79,414	86,510
13		79,688	84,770	91,700
14				97,554

The 2009-2010 Salary Schedule represents a 1.5% improvement from the 2008-2009 salary schedule.

2010-2011 Salary Scale				
Step	BA	MA	Double MA/Ed. Specialist	PhD
1	36,069	39,851	42,463	46,258
2	38,235	42,242	45,009	49,033
3	40,531	44,775	47,710	51,974
4	42,959	47,462	50,571	55,093
5	45,539	50,313	53,609	58,397
6	48,272	53,328	56,824	61,900
7	51,167	56,527	60,234	65,615
8	54,236	59,917	63,847	69,551
9	57,491	63,516	67,678	73,726
10	60,938	67,325	71,739	78,149
11	64,596	71,364	76,044	82,838
12	69,385	75,646	80,605	87,808
13		80,883	86,042	93,076
14				99,017

The 2010-2011 Salary Schedule represents a 1.5% improvement from the 2009-2010 salary schedule.

2011-2012 Salary Scale New				
Step	BA	MA	Double MA/Ed. Specialist	PhD
1	36,069	39,851	42,463	46,258
2	37,512	41,445	44,162	48,108
3	39,764	43,932	46,809	50,994
4	42,152	46,566	49,618	54,053
5	44,677	49,360	52,594	57,297
6	47,361	52,326	55,753	60,733
7	50,203	55,461	59,097	64,376
8	53,214	58,788	62,643	68,240
9	56,405	62,314	66,401	72,333
10	59,791	66,057	70,385	76,675
11	63,376	70,018	74,609	81,275
12	67,180	74,219	79,086	86,152
13	69,385	78,672	83,829	91,320
14		80,883	86,042	96,799
15				99,017

The 2011-2012 Salary Schedule represents a 0% improvement from the 2010-2011 salary schedule. Additionally, the step increases have been modified to reflect a 4% increment.

Those members who submit a resignation letter to the Human Resources Department by August 15, 2011 with a resignation effective date at the end of the 2011-2012 school year, will be given an irrevocable option of receiving a 1.5% increase in salary for the 2011-2012 school year. Those members electing this option will make an additional healthcare contribution deduction equivalent to the District's cost of providing the member with a 1.5% increase in pay.

2012-2013 Salary Scale				
Step	BA	MA	Double MA/Ed. Specialist	PhD
1	36,069	39,851	42,463	46,258
2	38,233	42,242	45,011	49,033
3	39,763	43,932	46,812	50,994
4	42,150	46,568	49,618	54,054
5	44,681	49,360	52,595	57,296
6	47,358	52,322	55,750	60,735
7	50,203	55,466	59,098	64,377
8	53,215	58,789	62,643	68,239
9	56,407	62,315	66,402	72,334
10	59,789	66,053	70,385	76,673
11	63,378	70,020	74,608	81,276
12	67,179	74,219	79,086	86,152
13	69,385	78,672	83,831	91,321
14		80,883	86,042	96,799
15				99,017

The 2012-2013 Salary Schedule represents a 0% improvement from the 2011-2012 school year and steps increase increments at 6%. Please refer to Article 18.15 regarding a modification in step advancement.

2012-2013 (Blended 1/2 Step) Salary Scale				
Step	BA	MA	DM Ed Sp	PhD
1	36,069	39,851	42,463	46,258
1.5	37,151	41,047	43,737	47,646
2.5	38,638	42,689	45,487	49,551
3.5	40,957	45,250	48,214	52,524
4.5	43,417	47,963	51,107	55,675
5.5	46,018	50,841	54,172	59,016
6.5	48,782	53,896	57,426	62,555
7.5	51,709	57,125	60,870	66,308
8.5	54,811	60,552	64,523	70,287
9.5	58,097	64,184	68,393	74,503
10.5	61,585	68,039	72,497	78,976
11.5	65,278	72,119	76,848	83,714
12.5	68,283	76,446	81,459	88,737
13.5		79,778	84,936	94,060
13	69,385			
14		80,883	86,042	
14.5				97,908
15				99,017

The parties agree that members will begin on the 2013-2014 school year on the blended salary scale they were paid for the 2012-2013 school year.

2013-2014 Salary Scale				
Step	BA	MA	DM Ed Sp	PhD
1	34,266	37,858	40,340	43,945
1.5	35,293	38,995	41,550	45,264
2.5	36,706	40,555	43,213	47,073
3.5	38,909	42,988	45,803	49,898
4.5	41,246	45,565	48,552	52,891
5.5	43,717	48,299	51,463	56,065
6.5	46,343	51,201	54,555	59,427
7.5	49,124	54,269	57,827	62,993
8.5	52,070	57,524	61,297	66,773
9.5	55,192	60,975	64,973	70,778
10.5	58,506	64,637	68,872	75,027
11.5	62,014	68,513	73,006	79,528
12.5	64,869	72,624	77,386	84,300
13.5		75,789	80,689	89,357
13	65,916			
14		76,839	81,740	
14.5				93,013
15				94,066

The parties agree the 2013-2014 Salary Scale will be the 2012-2013 Blended Salary Scale, with a 5.0% reduction.

Please refer to Article 18.15 regarding a modification in step advancement.

For the 2014-15 school year through the 2016-17 school year, the Salary Scale will not be increased beyond the 2013-14 school year levels. In the event the District files a deficit elimination plan in 2015-16, the parties shall, upon request of either party, re-open this Article in the 2016-17 school year and discuss the reduction of expenditures.

In the event the District's audited financial statement in 2014-15 or any year subsequent to 2014-15, up to and including 2016-17, shows financial improvement over 2013-14 levels, the parties shall meet to discuss the impact of such additional revenue upon this Article.

18.2

1. A teacher who is re-employed or employed for the first time in the District shall be given credit for all contracted teaching experience under a provisional, continuing or permanent certificate in accordance with the following schedule:

4 years experience and under	1 st step salary
5 years experience	2 nd step salary
6 years or more experience	3 rd step salary

Substitute teaching is not considered contracted teaching experience.

2. Notwithstanding the formula stipulated in subsection one, the Board may hire a certificated teacher or a licensed individual listed in Article 1.1 and place him/her on a higher salary step than dictated by that formula.
3. The District shall place hourly employed Wayne-Westland Adult and Community Education bargaining unit members hired into contracted positions at step one of their appropriate salary lane.

18.3

The B.A. salary schedule shall apply to all teachers possessing a baccalaureate degree from an accredited college or university. The M.A. salary schedule shall apply to all teachers possessing a master's degree from an accredited college or university. The education specialist (Ed.S) salary schedule shall apply to all teachers holding a master's degree and either: (1) thirty semester hours of graduate credit in an academic discipline, for which an Ed. Spec. is not offered, e.g., history, English, chemistry, etc., (2) thirty semester hours applicable toward an approved doctoral program for which an Ed. Spec. is not available, (3) a Specialist in Education Degree from an accredited college or university or; (4) a school social worker with an MSW degree, 60 hours beyond the B.A. degree or a double masters degree or; (5) a speech pathologist with a 60 hour Masters Degree. Teachers possessing a Ph.D., Ed.D., J.D., or L.L.D. from an accredited college or university shall receive an annual stipend of \$2000 each June.

It is mutually understood that teachers requesting specialist degree status as outlined in Article 18.3 number one (1) above, may use for credit up to, but not to exceed, six (6) semester hours of approved cognates.

Examples: If a teacher has earned twenty-four (24) semester hours of credit in one academic area (history) for which a specialist degree is not offered, and has six (6) semester hours of a related cognate (political science), s/he would be eligible to be placed on the Ed. Specialist salary schedule.

18.4

\$30 shall be paid for each semester hour of credit beyond provisional certification granted from an NCATE accredited college or university or from an institution approved by an accredited agency recognized by CHEA (Council for Higher Education Accreditation), and not to exceed thirty (30) hours beyond a degree whether earned prior to or subsequent to employment by the Board.

The full compensation per credit hour will be paid not later than the second pay in November for hours and/or new degree submitted by October 15 for those courses taken during the summer and the second semester of the previous year. No later than the second payday in March for hours and/or new degree submitted by February 15 for those courses taken during the first semester of the school year. Reimbursement for those hours and/or new degree will be prorated 50% for the balance of the school year. Reimbursement will not be in a lump sum but will be spread over the remaining pay

days but must be shown as a separate entry on paycheck stub. A minimum of 6 credit hours (or SCECH equivalent of 6 credit hours) is required for reimbursement.

Requests submitted after October 15 and/or February 15 will receive consideration on the next reimbursement date.

Transcripts and/or verification of new degree must be submitted with the request for reimbursement. These forms are available in the school office.

It is mutually understood that as past agreement and intent, teachers requesting (per Article 18.4) reimbursement for additional hours past their current degree, must have earned these hours after they have obtained their current degrees.

Example: Teacher "A" received a bachelor's degree in June of 1970, in June of 1973, Teacher "A" had earned twenty (20) hours of graduate credit in history and was being reimbursed by the District for said hours. In June, 1975, Teacher "A" received a master's degree in guidance counseling and was placed on the master's degree salary schedule. None of the twenty hours earned in history before the master's degree would be paid hours beyond Teacher "A"'s master's degree. Graduate hours earned after June of 1975 would count for reimbursement of hours beyond the master's degree.

18.5

The salary schedules are based upon the regular school calendar as set forth in 17.1, and the normal teaching assignment/load as defined in this Agreement. For assignments in excess of the regular school calendars and the normal teaching load, teachers will be compensated at prorata of their base salary plus credit hours unless covered by other provisions of this Agreement.

Effective July 1, 2004, prorating of salaries and pay dockings shall be based on 181 days.

18.6

Teachers involved in extra duty assignments set forth in Appendix C, which is attached to and incorporated as part of this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation and in no case shall the extra duty schedule be considered part of the basic salary schedule.

18.7

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

18.8

Effective with the first pay in the 2013-14 school year, all salaries shall be paid in twenty-six (26) biweekly installments. The first installment will be paid on Friday of the first normal biweekly pay period after the teachers report for work at the beginning of a school year. The pay periods after the initial pay will be every other Friday for twenty-five more pay days subject to the exceptions listed in part (1) below:

1. When a pay day falls during recess, the employee shall receive his/her pay (post dated for the regularly scheduled pay day) on the last work day preceding the recess.
2. All adjustments in pay will be based on a factor of 181 days. Therefore, any pay adjustment for starting after the school year begins or leaving before the school year ends will be based on one-one hundred eighty-first (1/181) of the contracted amount for each day to be adjusted. The same type of calculation will take place any time pay adjustments are made for other reasons.

18.9

Part time middle and high school teachers are defined as follows:

- An 80% teacher will teach 4 periods per day, 5 days per week.
- A 60% teacher will teach 3 periods per day, 5 days per week.
- A 40% teacher will teach 2 periods per day, 5 days per week.

Their salaries will be prorated accordingly, and they will receive one class period of unassigned time per day.

Their work day will begin 15 minutes before their first scheduled class.

Part-time teachers as above described shall have an uninterrupted work day. No part-time middle/high school teacher shall be assigned at less than 40%.

18.10

Part time auxiliary staff shall be compensated as follows:

<u>Days Taught</u>		<u>Compensation</u>
4.5	Applicable salary step plus credit hours	times .90
4.0	Applicable salary step plus credit hours	times .80
3.5	Applicable salary step plus credit hours	times .70
3.0	Applicable salary step plus credit hours	times .60
2.5	Applicable salary step plus credit hours	times .50
2.0	Applicable salary step plus credit hours	times .40

18.11

Upon severance of employment, the Board agrees to pay tenured teachers thirty dollars (\$30) for each unused sick leave and personal leave day. This severance pay shall be deposited into a non-elective employer contribution to a 403b plan designated by the Board if the amount exceeds \$2,000.

Teachers terminated for disciplinary reasons shall not be eligible for this severance provision.

18.12

The employer will continue paying the \$300 stipend to special education, reading, cognitive skills teachers who are currently receiving such stipends.

18.13

Teachers who participate in continuing education programs which meet the criteria for awarding of State Continuing Education Clock Hours (SCECHs) from institutional members of the Council on the Continuing Education Unit shall receive SCECH credit to be converted into credit hours reimbursable as indicated in Article 18. Thirty (30) SCECHs equals one (1) semester hour. No credit will be given if the teacher has attended such programs during their contracted teaching times or if the cost to attend has been paid for by the Board.

18.14

Teachers placed under the education specialist (Ed.S.) salary schedule for thirty semester hours of graduate credit in their teaching discipline under 18.3 above shall not receive additional reimbursement under 18.4 unless these hours are applicable toward an approved doctoral program.

18.15

At the beginning of each school year, each teacher shall be credited with incremental experience and moved one step on the salary schedule until s/he reaches the maximum step of his/her pertinent salary lane with the following exception:

If a person begins employment or is recalled to work on or before the first work day of the second semester, s/he shall be moved one step on the salary schedule the following September. If a teacher begins employment or is recalled to work after the start of the second semester, s/he shall receive no experience increment the following September. All previous credited incremental steps shall continue.

This article is modified for the 2012-2013 school years, where teachers will not advance to their next step until the first day of the second semester.

Following 2012-2013, there will be no step increases for the duration of this contract unless otherwise negotiated.

18.16

Fully certified vocational teachers who are required to have 4000 hours of work related experience in any portion of their teaching assignment will receive four hundred dollars (\$400) annually, \$200 paid approximately at the end of the first semester and \$200 paid at the end of the school year. This stipend shall be paid on a pro-rata basis if the affected individual does not work a full school year. In addition, the affected teacher must be in a paid status to receive the \$400.

18.17

The Board will reimburse all high school teachers assigned full-time physical education schedules for their registration and materials costs associated with gaining and maintaining CPR, First Aid, and Life Guarding/Life Saving certificates. In addition, the Board will pay a yearly stipend of four hundred dollars (\$400) to each such teacher in possession of all three current certificates.

18.18

For 2013-14, teachers evaluated as highly effective, effective, and those minimally effective teachers who have signed a plan of improvement shall be eligible to receive \$64 per teacher in accordance with MCL 380.1250, payable on the last paycheck in June. For years beyond 2013-14, the parties shall meet annually to determine the payment set forth hereunder.

**ARTICLE 19
Insurance Protection**

19.1

The Board shall purchase, without cost to the teacher, MESSA group term life insurance protection to be paid to the teacher's designated beneficiary in the amount of \$50,000.

In the event of accidental death, the above mentioned insurance will pay double the specified amount.

19.2

Hospital-Medical Insurance

1. The Board agrees to purchase for teachers not covered by any other employer paid group hospital-medical insurance full family hospital-medical insurance. The parties agree that effective July 1, 2013, the plan offered will be the MESSA ABC Plan 1 with the Rx Saver with a deductible of \$1,250 per year for single and \$2,500 per year for individual and spouse and for full family.

Effective with the ratification of this agreement, the District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of the MESSA medical premium. If the aggregate costs of the medical premium are less than

the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the teacher's elected medical premiums for each school year shall be paid by the teacher through pre-tax payroll deductions.

The maximum amounts payable by the Board shall be adjusted each July 1 to the maximum permitted based on inflationary adjustments calculated the previous October as included in PA 152 of 2011.

Notwithstanding any other obligations in this Agreement, the Employer reserves the right to, in its sole discretion, select a health insurance carrier with offers a "bronze" plan that provides "minimum coverage" pursuant to 26 USC Section 36(B)(c)(C)(ii).

Effective with the ratification of this Agreement, teachers receiving cash in lieu of medical insurance will receive the balance of the amount owed for the 2012-13 school year. The cash in lieu option will then be discontinued.

2. 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 premium monies which the employer has paid for such benefits.
3. Effective with the 2006-07 school year, and through the reimbursement for the 2011-12 expenses as outlined herein, a fund (the Rx Pool) of \$100,000 will be set aside each year to reimburse members for incurred prescription co-pays in excess of \$400. After submitting proof by November 30 of each year that the family has incurred \$400 in Rx co-pays covered under a WWCS D sponsored health insurance plan, a member can submit proof of additional covered Rx co-pays (\$10 or \$20) for reimbursement. Proof of payment must include date, amount of co-pay, member or dependent's name, but the name of the Rx may be redacted. The yearly reimbursement period for Rx co-pays will be between November 1 and October 31. If the total of the collectively submitted claims exceed the Rx Pool Maximum payments will be made on a prorated basis. Expenses reimbursed under the Section 125 plan are not eligible for reimbursement under this provision.

Only those WWEA members taking health care through the District are eligible for the Rx Pool.

There shall be no Rx Pool beyond the 2012-13 school year and none of the expenses outlined herein shall be reimbursed.

4. Effective with the 2011-12 school year, all WWEA members who receive WWCS D sponsored health insurance will pay 10% of the combined total costs for medical, pharmacy, dental, vision, disability, long-term disability or any other type of benefit that would constitute a health care services benefit. This premium share will be paid through the District sponsored Section 125 plan on a pre-tax basis. Payments will be made in the form of a payroll deduction for 20 pay periods. Payments under this provision will stop at the end of the 2012-13 school year.

19.3

The Board agrees to purchase full family MESSA Delta Dental 100% Class I coverage, 90% Class II coverage, 90% Class III, and 90% Class IV (Orthodontic) coverage for all teachers other than those who have dual dental insurance coverage. Coverage shall be \$1500 for Class I, II and III annually, and \$2500 lifetime for Class IV (orthodontic). Effective with the 2007-08 school year, the Board agrees to increase the lifetime for Class IV (orthodontic) from \$2,500 to \$4,000.

The Board agrees to purchase full family MESSA Delta Dental Care, 50% Class I coverage, 50% Class II coverage, 50% Class III coverage and 50% Class IV coverage (Orthodontics) for all teachers who have dual dental insurance coverage as a consequence of their spouse's employment either with the Board or elsewhere. The Board may require each teacher to certify in writing whether or not s/he has dual dental insurance coverage.

19.4

The Board shall make payment of insurance premiums for each employee to provide uninterrupted insurance coverage for each school year, ending August 31. Insurance coverage will become effective with the first day of employment.

Teachers who retire will have PAK insurance coverage canceled at the end of the month in which s/he retires. S/he will receive a check from the Board in the amount equal to his/her State Retirement System premiums for health, vision, and dental insurance coverage for the months of July and August.

19.5

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the teacher's fringe benefits, except for hospital-medical coverage, shall continue throughout the balance of the school year (September 1 through August 31). Hospital-medical coverage for teachers absent because of illness or injury who have exhausted sick leave accrual shall continue until they receive long term disability benefits.

19.6

The Board will provide all services necessary to enable the teacher to participate in tax deferred annuity programs per IRS regulations.

19.7

A teacher on parental leave, general purpose leave, extended health leave, approved non-pay status, or layoff may continue at his/her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the teacher's insurance coverage paid by the Board shall cease under Article 19.4 above and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

19.8

The Board shall purchase, without cost to each teacher, MESSA VSP III.

19.9

The Board will purchase, without cost to each teacher, a MESSA long term disability program. This program will provide for the following:

- A. Benefit Percentage 66 2/3%
- B. Maximum Monthly Income Benefit \$6,000
- C. Qualifying Period 90 Calendar Days - Modified Filled
- D. Maternity Coverage Yes
- E. Pre-existing Condition Waiver (if 50 or more lives) Yes
- F. Social Security Freeze Yes
- G. Alcoholism/Drug Waiver Yes
- H. Mental/Nervous Waiver Yes
- I. Cost of Living Benefit No
- J. Education Supplement Benefit No

19.10

The Board agrees to approve a flexible spending account (FSA) or health savings account (HSA) for the W-WEA bargaining unit. This Plan shall be considered part of this Agreement.

The parties understand that the premium (Article 19.2(4) above) for twelve months of coverage under MESSA Choices is collected over a nine month period. One sixth of the aggregate value of those funds shall be returned to the members who have subscribed to MESSA Choices, and shall be allocated on a weighted basis in which the relationship of payments to full family subscribers to single subscribers shall be 2:1. Such payments shall be made into the members' HSA to the extent that such payments do not violate the hard cap requirements under PA 152. In the event the payments contemplated hereunder violate the hard cap requirements of PA 152, then the parties shall meet and negotiate the redistribution of those funds.

The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 152. An increase equal or greater than 10% will trigger the parties to meet and review alternate plans.

19.11

The Board will provide all services necessary, including payroll deductions, to enable the teacher to participate in the MSPERS Tax-Deferred Payment (TDP) program.

19.12

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

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

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

2. The following coverages shall not be considered dual coverage for purposes of Article 19.2:
 - a. Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
 - b. Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
 - c. Hospital-medical coverage provided through Health and Welfare Funds.
3. The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
 - a. If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
 - b. If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.

4. In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
5. Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
6. The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
7. Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
8. The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by MESSA hospital-medical insurance, including deductible.

For purposes of implementing this subsection, the W-WEA shall appoint a representative to meet with a designee from Human Resources Department in order to review employee requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage (number 8 above). If the representatives cannot agree to approve or deny a member's request for exemption under number 8 above, the W-WEA may submit the issue to final and binding arbitration under Level 3 of the Grievance Procedure.

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

ARTICLE 20

Special Assignments

20.1

Assignments for non-bargaining unit continuing education programs will be made by the Board on an annual basis. Preference will be shown to bargaining unit members, provided they are qualified to teach the subject and their regular work load permits.

20.2

The Board agrees to maintain, to the best of its ability, an adequate list of substitute teachers who meet the Michigan Teacher Certification Code. When a teacher reports that s/he is unable to report for work, the administration will arrange for a substitute teacher.

20.3

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

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

20.4

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

20.5

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 institution to provide conferences with the cooperating teachers at least once each six weeks of the term.

20.6

The W-WEA 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 programs lies with the Board of Education.

20.7

A substitute shall be provided for a counselor when it is known that s/he will be absent for five (5) consecutive days or longer. The Board shall provide a temporary substitute by the temporary assignment of a classroom teacher from that building, with the approval of the principal. If such a person is not available, the Board shall provide a temporary replacement through the temporary reassignment of a classroom teacher from another building or through a substitute teacher. In any case, however, the temporary replacement or substitute must be certified in counseling.

ARTICLE 21

Student Discipline and Teacher Protection

21.1

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.

21.2

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.

21.3

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

21.4

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

21.5

Any case of assault or threatened assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will promptly provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Students threatening to assault or assaulting teachers shall be removed from class. The student shall not be returned to the affected teacher(s)' classroom(s) without a prior discussion between the affected teacher(s) and an administrator or his/her designee.

21.6

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

21.7

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.

21.8

No disciplinary action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless the complaint is reported in writing to the teacher within a reasonable period of time of the complaint. In addition, the building principal shall advise a teacher, with full particulars, of any chronic complaints lodged against him/her by a parent/s of his/her students.

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

21.9

The Board shall reimburse any teacher up to one hundred seventy five dollars (\$175) during the course of one year for the damage or destruction of teacher property having a value of ten dollars (\$10) or more, provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher.

ARTICLE 22 Grievance Procedure

22.1

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

The termination, non-renewal, or evaluation of any probationary teacher in the District shall not be the basis of any grievance filed under the procedures outlined in Article 22.

22.2

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

22.3

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

22.4

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

22.5

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

Level one:

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

Level two:

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

Level three:

In the event the Association is not satisfied with the disposition of the grievance at Level 2 or has not elected the expedited grievance procedure as provided below, the grievance may be submitted to arbitration within 30 days after receipt of the written opinion. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

22.6

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

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

22.7

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

22.8

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.

22.9

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

22.10

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

22.11

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

22.12

Grievances filed as Association grievances or grievances involving more than one building may, at the option of the Association, be initiated at level 2 of the grievance procedure.

22.13

The parties shall establish a mutually agreed to panel of five (5) arbitrators. An arbitrator shall be selected from this panel to hear and render a final and binding decision on Level 3 grievance submitted by the Association. The arbitrator in each instance shall be governed by the rules of the American Arbitration Association regarding the conduct of hearings.

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

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

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representative will then call such arbitrator to establish an arbitration date. This date must be no more than 30 days, unless mutually agreed upon. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If a panelist is not available within the guidelines and timelines set

forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.

3. The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case.
4. Following the confirmation of an arbitration date, the arbitrator will notify both parties in writing.
5. In the event an arbitrator is no longer available for the panel, the parties will utilize the aforementioned process to select a replacement.

If, in the implementation of the above process, a mutually agreed upon number of arbitrators for the panel cannot be obtained, this subsection shall become null and void and subsection 22.5, (Level Three), regarding the selection of arbitrators through the American Arbitration Association shall be activated.

22.14

The Association agrees to limit its representation of a discharged or demoted teacher to either (1) final and binding arbitration under Article 22.5 or Article 22.6 or (2) the avenues specified under Michigan General School Laws or other applicable laws and regulations, including the Teacher Tenure Act. The parties agree, furthermore, that this limitation, however, shall not be construed to deny or restrict the teacher from exercising his/her rights under the Teacher Tenure Act or other applicable statutes.

ARTICLE 23

Additional Compensation for Extra Duty

23.1

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.

23.2

Qualified applicants from the bargaining unit will have an equal opportunity to apply for all extra work/extra pay positions.

23.3

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

23.4

1. When possible, extra work/extra pay contract riders will be posted in the spring and filled by the end of the current year. Should the district know of an open rider position, it may post the position earlier than the annual spring posting.

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

If any teacher holding an extra work/extra pay position is not going to be re-hired 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 re-hired will be provided in writing.

2. In instances where no applicants apply for a posted position at the close of the current school year, that position shall be re-posted the following September. The only exception would be for those positions which begin prior to the beginning of the school year.
3. Job descriptions of the extra pay duties, as filed in the Human Resources Office and the Association Office, will not be altered during the life of the rider without mutual consent of the Board and the Association. 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.

23.5

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.

23.6

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.

23.7

Substitute teaching during the planning period, driver education, curriculum study of an extended nature, such as summer workshops and development of curriculum guides, and other work performed by teachers outside their regular assignments and not otherwise specifically covered in this Agreement shall be reimbursed at the rate of .085% of the B.A. minimum salary schedule existing in September of each of the two years of this Agreement. Said rates to be effective from September to the beginning of the next school year.

23.8

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 Schools; credit will also be allowed in that specific sport or activity obtained from another school district. Teachers who have received credit in a specific sport or activity in the past, obtained from a source other than a school district, shall continue to receive this credit.

Compensation shall range from the first through the seventh step of the BA salary schedule. All participants shall be compensated consistent with their respective experience credit.

23.9

1. At the high school, department heads shall be appointed for the following departments:
 - a. Language Arts, Communication Arts, (IMC)
 - b. Science
 - c. Mathematics
 - d. Social Science
 - e. Practical Arts (Business, Industrial Technology, Life Skills)
 - f. Fine Arts (Vocal Music, Instrumental Music, Art)
 - g. Physical Education
 - h. Counseling
 - i. World Language
 - j. Special Education

The High School Department Heads will be compensated according to the Department Head Classifications.

2. At the middle school, department heads shall be appointed for the following departments:
 - a. Language Arts (Communication Arts, IMC, World Language)
 - b. Science
 - c. Mathematics
 - d. Social Studies
 - e. Physical Education
 - f. Fine Arts (Vocal Music, Instrumental Music, Art)
 - g. Practical Arts (Business, Industrial Technology, Life Skills)
 - h. Counseling
 - i. Special Education

The Middle School Department Heads will be compensated according to the Department Head Classifications.

3. In Student Services, department heads may be appointed for the following:
 - a. Elementary Schools - All Disabilities 8%
 - b. Program Specialist (0-5) 8%
 - c. Center Programs 8%
 - d. OT/PT/Outreach 4%

- e. Psychologists 4%
- f. Social Workers 4%
- g. Speech and Language 4%
- h. OT/PT 4%
- i. School Nurse 4%

No release time will be provided for special education department heads.

Student Services Department Heads will be compensated at the indicated rate of the B.A. minimum.

- 4. In the Career/Technical Center, there shall be three (3) Department Heads.

No release time will be provided for the three (3) Career Education Department Heads.

The three (3) Career Education Department Heads shall be compensated at the rate of 8% of the B.A. minimum.

- 5. In Instruction and Planning, Department Heads may be appointed for the following:
 - a. Learning Consultants
 - b. World Language
 - c. Social Science*
 - d. Math*
 - e. Language Arts*
 - f. Science*
 - g. Life Skills
 - h. Career Education
 - i. Music
 - j. Art
 - k. Physical Education
 - l. Business

No release time will be provided for the Instruction and Planning Department Heads.

The Instruction and Planning Department Heads shall be compensated at the rate of 8% of the B.A. minimum.

*Note: These riders will be split between an elementary and a middle/high school representative with each receiving 4%.

DEPARTMENT HEAD CLASSIFICATIONS

Class I

Any department teaching 50 or more sections per day or having more than 10 full time teachers shall be classified as a Class I department and the department head shall receive 11% of the B.A. minimum in additional compensation.

Class II

Any department teaching 25 or more sections per day or having more than 5 full time teachers shall be classified as a Class II department head and shall receive 10% of the B.A. minimum in additional compensation.

Class III

Any department teaching less than 25 sections per day or having less than 5 full time teachers, shall be classified as a Class III department and the department head shall be compensated at the rate of 9% of the B.A. minimum.

23.10

Prior to the institution of currently unlisted extra duty/extra pay positions the compensation rates will be negotiated with the Association.

23.11

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 30th.

23.12

The staffing of middle school lunchrooms shall be no less than one (1) supervisor for every 125 students. The high schools shall be no less than one (1) supervisor for every 150 students. Buildings with more than one cafeteria will have additional supervisors assigned as needed.

23.13

Each high school coach(es), including H.S cheerleading coaches, whose team or team participant(s) participate in a state level tournament, sponsored by the Michigan High School Athletic Association, will be paid 5% of their respective coaching rider for up to three (3) weeks of such tournament activity after the first week of participation.

23.14

Each elementary building shall be allocated five hundred dollars (\$500) for extra pay for extra duty programs as determined by the building's Site-based Decision-making Committee.

23.15

Each elementary school shall be allocated \$3000, each middle school \$4000, John Glenn High School, Wayne Memorial High School, William D. Ford Career/Technical

Center \$5000, and Tinkham Alternative High School \$2000 annually for activities associated with AdvancEd. Each building's site-based decision making committee shall recommend to the Department of Instruction how its allocation shall be spent. The Department must approve all expenditures. The monies should be spent on such things as stipends, extra/work, extra pay activities, procuring substitute teachers to provide released time, etc.

ARTICLE 24

Curriculum Related Conditions

24.1

The Board shall provide for the orderly development and coordination of curriculum and instruction. Teachers will be involved in this function by participation in a district wide Curriculum Council. The Curriculum Council shall review and act upon all new curriculum programs or proposed changes to existing curriculum, including courses that are officially dropped and/or reinstated. The decisions of the Curriculum Council shall be the final step in the process unless the Superintendent/Board of Education disagrees with the recommendation. In such case, the Superintendent/Board of Education retains the right to make the final determination.

24.2

The Curriculum Council shall meet no less than six times nor more than ten times yearly. All meetings will take place after school. Teachers will be reimbursed \$30.00 per meeting. In the event the Curriculum Council cannot meet time constraints during the normal school year, an emergency meeting(s) may be called, to allow the Curriculum Council to act upon a new program.

24.3

At its first meeting of each school year, the Curriculum Council will establish Curriculum Council procedures.

District Standing and Ad Hoc Committees including charges and frequency of meeting dates will be presented for Curriculum Council review and recommendation by October of each school year, prior to soliciting membership for such committees.

Curriculum Council will have balanced representation limited to ten (10) teachers, two (2) W-WEA Coordinators and ten (10) administrators. Bargaining unit members shall be selected per W-WEA procedures.

The Council will be chaired by the Executive Director of Curriculum Development, or Designee who shall only vote in the case of a tie and is not one of the ten administrators. A Curriculum Executive Committee composed of the Executive Director of Curriculum Development, or Designee, the two (2) W-WEA Coordinators, and two (2) Executive Directors from General Education shall meet on an after-school basis prior to the Curriculum Council meetings to establish the agenda and to handle routine matters.

24.4

All new curriculum, district-wide textbooks, and proposed changes, including evaluative criteria and timelines for implementation, must be acted upon by Curriculum Council prior to review or adoption by the Board of Education. The process for curriculum development and revision shall be developed by the Executive Director of Curriculum Development and presented to Curriculum Council for review and approval.

Any project that significantly alters or modifies the current curriculum and involves at least four teachers in a building will be presented to the Curriculum Council or follow the contract deviation process.

24.5

1. All new curriculum proposals and district-wide textbooks will contain timelines for implementation and procedures for evaluation. Any deviations from the original approved proposal will be presented to the Curriculum Executive Committee for review and approval.
2. Implemented programs shall be evaluated according to the criteria outlined in the curriculum proposal. These program assessments will be presented to the Curriculum Council for review and recommendation.
3. Programs will not be fully implemented until basic materials as prescribed in the approved program have been obtained or are available for use.

24.6

Attendance at and involvement in area, state or national conferences and/or committees shall be encouraged. To this end, the Board agrees to provide a teacher conference account of \$27,500. Attendance at conferences will follow the procedures established in this subsection:

1. Request for attendance shall be cleared and processed through the office of the appropriate Senior Executive Director.
2. The reasons for attendance, supporting building, level, or departmental objectives must be included in the request for attendance.
3. Teachers attending a conference under this subsection will submit a written report to their immediate supervisor, and, if requested, an oral report regarding the conference. Teachers will also be expected to complete a conference evaluation form, provided by the immediate supervisor, indicating sessions attended and information gathered.
4. A teacher attending an approved conference or meeting shall be granted sufficient leave time to attend without loss of compensation.

5. Travel, meals, lodging, substitute teacher costs, and registration fees, or portions thereof, shall be deemed appropriate conference expenses.
6. The Board will make every attempt to provide substitute coverage for teachers attending approved conferences Monday through Friday. It must be understood the primary responsibility of the Board is the covering of classrooms in the absence of a teacher for whatever reason.

24.7

Academic Freedom

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

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

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

24.8

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.

24.9

Staff Advisory Committee

A staff advisory committee shall be established in each middle and high school to assist in formulation and implementation of education policies and practices within the respective buildings. Membership of such committees shall be comprised of the building principal, department heads and a W-WEA Building Representative or designee. Meetings may be called by the building principal, who will chair the staff advisory committee, or by a majority of the members of the committee. The building principal shall be present at all staff advisory committee meetings and shall have the final responsibility for establishing building policy.

It is agreed that the formulation and implementation of education policies and practices shall be within the proper scope of the School Improvement/Site Based Decision

Making Team. When the School Improvement/Site Based Decision Making Team reaches consensus within these areas, the above paragraph shall not apply.

24.10

The instructional class period shall be free from unnecessary interruptions.

24.11

The paraprofessional shall not prescribe instruction for children.

24.12

The W-WEA will have one representative on the Clearing House Committee. Timelines permitting, programs financed by state or federal funds will be presented to the Curriculum Council for action prior to implementation.

ARTICLE 25
Special Education

25.1

Federal, State and Intermediate County Rules, Regulations, and Guidelines

The Wayne-Westland Community Schools' Board of Education agrees to operate all special education programs in compliance with state rules promulgated by the Michigan State Department of Education Special Education Services Division, I.D.E.A. 1997 and the Wayne County Regional Educational Service Agency guidelines for Act 18 reimbursement. The Wayne-Westland Community Schools' Board of Education reserves the right to operate in deviation to such rules when such deviation is approved as prescribed in the rules and in other state law guidelines.

25.2

The primary responsibility for meeting the hygienic needs of students will reside with support personnel. Teachers will continue to supervise all hygienic activities and support personnel within their classroom. Special Education teachers will continue to provide assistance and/or support if hygienic needs arise.

25.3

By October 15 of each school year, each building principal, with assistance from the Special Education Department, will develop procedures covering fire and weather evacuation plans, first aid and health emergency responses for students whose handicap prevents them from independent mobility or whose physical condition is fragile.

25.4

The therapist/client contact time shall not exceed 25 clock hours per week. The Board agrees to maintain a therapist to client ratio of at least one therapist for every forty clients. The therapist/client ratio shall be determined based on the guidelines outlined below:

1. In a homebase situation, a caseload of children requiring an active program, which shall normally be a half hour of service twice a week per child, will not exceed twenty-five clock hours per week.
2. A child bussed to the therapist's homebase for a session shall be included in the above twenty-five clock hours on the basis of one-half hour per session.
3. For therapists traveling to another building to provide services, the twenty-five hours contact time shall include:
 - a. Each building visited in a given day will be counted as a contact hour. This time may be used for travel, inservice, time spent with the child's teacher, set up and tear down of equipment, preparation.
 - b. In addition, each half hour of direct service will count as one-half (1/2); a child seen one-half hour every other week will count as a quarter (1/4) hour; a child seen once a month for a half hour will count as one-eighth (1/8) a contact hour.

The total of pro-rata student contacts will not exceed forty, but can be less than forty, if the therapist has filled the twenty-five contact hours.

25.5

The Board agrees to pay the annual license fee for physical therapists.

25.6

Any meeting called for the purpose of discussing a pupil's individualized educational planning or programming, currently being referred to as an IEPC, IEP, Child Study Team Meeting, in which the pupil's teacher(s)' attendance is required, either through legislative mandate or established policy of the District, Administration will:

1. Give the teacher(s) notification at least five (5) working days prior to the meeting. Timelines stated herein may be waived by mutual consent of all parties involved.
2. The teacher(s) shall be released from his/her class assignments through the use of a substitute for that portion of the meeting in which s/he or the student is directly involved.
3. Teacher(s) will be compensated at the regular hourly rate for attending any meeting which cannot occur during the normal working day, provided such meetings have been approved by the Special Education Department.

25.7

Special and regular education teachers, upon request, will be released from their assignments to observe new referred special and regular education students.

25.8

A middle/high school teacher who has three or more students each receiving three hours or more of special education per day shall receive an overload aide for that class period.

25.9

Mainstreamed students shall be scheduled into classes in such a manner as to effect an equal distribution of work responsibility among the teaching staff.

25.10

The Board agrees to provide paraprofessional support to assist all teachers of Physically or Otherwise Health Impaired (POHI) and Visually Impaired (VI) students.

25.11

The Board agrees to provide paraprofessionals to assist special education teachers as specified in Public Act 451. The Board agrees to make every effort to provide qualified substitutes for special services paraprofessionals who are absent from their duties.

25.12

The parties recognize that children having special physical, mental and emotional problems may require testing and training in specialized classroom experience. Teachers believing that such students are assigned to their classrooms shall request consideration of such students through referral procedures. The building principal will assist the teacher in providing an appropriate environment for the education of the student.

25.13

Incoming general education staff new to special education shall receive two (2) half days for inservice orientation training within the first month of the assignment, or a paid inservice day prior to the start of school.

25.14

Teacher Consultant - Resource Room Teacher caseloads shall be developed from no more than two buildings. In the event of overloads, a Teacher Consultant - Resource Room Teacher may receive a third building assignment when his/her total caseload is less than twenty-two (22), plus two (2) slots for evaluations. In no case may a person's caseload extend beyond three buildings.

25.15

Special education teachers shall not be expected to do special education bus duty unless on a voluntary basis.

25.16

Teachers in the EIP Program shall receive release time which shall be allocated in blocks of no less than thirty (30) minutes. Any release time remaining which amounts to less than thirty minutes will be scheduled wherever possible.

25.17

Special Services - The duties and/or responsibilities of any special education staff member shall not be increased, or transferred to persons not covered by this Agreement except under the following conditions:

In emergency situations, the responsibilities of the teacher consultants, nurses, physical therapists, occupational therapists, psychologists, social workers, and speech and language teachers may be subcontracted to person(s) outside the bargaining unit on a temporary basis if the following conditions are met:

1. Bargaining unit members who possess the skills or qualifications to perform the needed work cannot accept additional responsibilities.
2. The skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time.
3. The job has been offered and refused by appropriate bargaining unit members.
4. Referrals to outside agencies for ongoing personal therapy or counseling; referrals to outside agencies for evaluations which can be obtained at no cost to the District; and referrals to outside agencies for evaluations and/or recommendations for objective, neutral, third party opinions will be excluded from the above process.

25.18

It is clearly understood that special education teachers assigned to middle and high school buildings will follow their respective building schedule concerning lunch, preparation time, starting and ending times: Special education staff assigned to elementary buildings will follow elementary schedules.

25.19

Medical Services - It is recognized that some students may require special medical or quasi-medical services in order to receive their education. In such instances, the Wayne-Westland Community Schools Procedures and Practices: Special Medical Procedures, shall be adhered to prior to any implementation. Nurse Assistants (RNs, LPNs) may be employed to assist the school nurse(s) (BSNs) in performing required special medical or quasi-medical services including special transportation services

(medically fragile bus). Nurse assistant(s) will perform duties as assigned under the direction of a school nurse.

Whenever possible, parents of students who require special medical (or quasi-medical) procedures shall provide for such care outside of the school setting. Should a parent feel that such care is required at school, in order that the student be provided an equal educational opportunity, the District will proceed with the following guidelines.

1. The parent of the student shall put his/her specific request in writing. The parent shall also document the request with a physician's supportive statement with detailed instructions for service.
2. The school nurse will investigate and evaluate the request utilizing input from the professional staff (including the classroom teacher) and medical sources, and present his/her findings to the administration.
3. The administration shall then, where appropriate, consult with the District's consulting physician and attorney before honoring or rejecting the parent's request for service. The District will consider the amount of time and skill the procedure takes before making its decision.

Routine, uncomplicated intermittent catheterization, postural drainage and intermittent ostomy type apparatus care probably would not require the District to consult either with its physician or attorney before making a decision. Gastrostomy feeding, nasogastric feedings, tracheotomy suctioning and care, oxygen, continuous ambulatory peritoneal dialysis, and other procedures definitely will require such consultation before a decision is reached.

4. Should the District honor the parent's request for service, it may, at its option, require the parent to provide professional inservice to its appropriate staff members.
5. The District's commitment to provide such service, once implemented, is always open to re-evaluation should unforeseen problems arise.
6. Professional staff members may appeal any decisions reached through this process to the Executive Director/Special Education.
7. Should a student require medical or quasi-medical procedures pursuant to this provision, the individual responsible for administering or providing said procedure will be designated/incorporated in the MET/IEP reports. This person/persons shall be properly inserviced as to the procedure involved. If there is any disagreement as to who should administer this procedure, the final decision would be made by the Superintendent of Schools or his/her designee.

25.20

Teachers shall not be responsible for the entry of student data on computers for student registration.

25.21

Social Workers

The number of school social worker positions in the District shall be based on the following formulas: excluding center programs, there shall be one school social worker for each 2,500 students enrolled in K-12. If this ratio increases in excess of ten percent (10%), an additional part-time social worker shall be provided no later than four (4) weeks subsequent to determination of said overload.

School Psychologists

The number of school psychologists in the District shall be based on the following formulas: excluding center programs, there shall be one school psychologist for each 2,700 students enrolled in K-12. If this ratio increases in excess of ten percent (10%), an additional part-time school psychologist shall be provided no later than four (4) weeks subsequent to determination of said overload.

25.22

Speech Pathologists

Individual teacher caseloads shall not exceed sixty (60) different persons and shall be adjusted based upon the severity and multiplicity of the students' handicaps. Full time teachers of Speech and Language Impaired students using VOCA devices will have a maximum caseload as established by the WCRESA - Minimum Criteria for Act 18 (Two Mill) Reimbursement Criteria. Adjustments in caseload shall be made following Fourth Friday.

T.S.L.I. caseloads shall be developed from not more than three (3) buildings. IN the event of overloads, a fourth building may be assigned. In no case may a teacher's caseload extend beyond four (4) buildings.

25.23

Inclusive Education (IE) is defined as the practice of placing special education students into general education. The parties recognize this conceptual procedure as an alternative to the more commonly accepted and generally more desirable practice of placing special education students into the Least Restrictive Environment. Inclusive Education is further defined as a parent or guardian request for more time in general education than the District recommends.

Parents or the legal guardians of students in special education seeking information regarding the concept of IE for initiating the procedure are to contact the Special Education Department of the Wayne-Westland Community Schools.

The following procedure will be adhered to in all parental or legal guardian requests for consideration of the IE process.

1. The parent/guardian of the student shall place a specific request in writing. Such request shall include rationale for the placement and expectations from the placement.
2. A Student Support Team, consisting of, but not limited to, the potentially involved instructional staff, and appropriate ancillary staff, shall meet to review the parent request, gather information, test and evaluate, and determine the appropriateness of the request.
3. The recommendation of the SST shall be forwarded to the IEP Committee.
4. Prior to any IE placement, the Employer will provide, upon request, inservice training to the teacher regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including, but not limited to, the differing approaches, problems and techniques to be utilized with varying handicapped conditions.

The Special Education Department will provide awareness information to all involved staff, students, and their parents/guardians regarding placement of handicapped student(s) in that building. These activities shall be provided to assure that the school climate is receptive to the placement to minimize undue problems for all involved staff.

5. The student's IEPC will specify and provide for immediate availability of all supplementary aids, support personnel and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student in the regular education class.

The handicapped student's participation in the regular education class will not significantly disrupt or have a negative impact on the education process for either the handicapped student or the other students in the class.

6. Evaluation of the placement shall be immediate and ongoing.

25.24

1. Students entering general education classrooms from special education, including those currently placed into general education classrooms from special education will be reviewed in an IEP for the ensuing school year.
2. The IEP will consider all alternatives for the student.
3. The sending and receiving general education classroom teachers will be invited to the IEP in a timely fashion.

4. In instances where the receiving general education classroom teacher is unknown, a representative general education classroom teacher from the affected grade level and building will be invited to the IEP in a timely fashion.
5. The District shall publish and make available to every general education classroom teacher the rights and responsibilities of members of the IEP.
6. Special Education personnel will inservice any teacher or staff on his/her rights and responsibilities as a member of the IEP, if requested to do so.
7. The Teacher Consultant from the self-contained student's home based school will observe and monitor his/her progress in the self-contained setting and will participate in any IEP of that student.
8. If a student enrolled in a special education program in a school District or intermediate school district transfers to a new school district which necessitates a change in educational status, the student, with the written consent of the parent, shall be placed immediately in an appropriate special education program or service for a period not to exceed 30 school days, during which time an individualized educational planning committee shall be convened by the Wayne-Westland Community School District Department of Special Education to review and possibly revise the student's I.E.P. (R 340.1722e). However, each identified self-contained EI transfer student, upon recommendation of the sending district, will be temporarily placed in a Wayne-Westland self-contained EI classroom.
9. The general education classroom teacher, as well as special education bargaining unit members shall not be restricted from discussing all alternatives within a continuum of service for a student, during the MET, SST, and the IEP.

25.25

Student time in the Resource Room shall be determined by the student's IEP; nevertheless, the Special Education Administration supports the concept that each returning student from the self-contained classroom have the availability to be placed for one-half a day in the Resource Room.

Implementation of the student's IEP shall be decided by the Resource Room teacher, in conjunction with the classroom teacher. In this regard, the parties agree that a regular block of Resource Room time is the most consistent and best way to schedule a student.

25.26

In accordance with Article 20.2 of the Agreement, the District agrees to provide a substitute teacher when a Resource Room teacher and/or Teacher Consultant reports that s/he is unable to report to work.

25.27

1. The District shall provide substitutes in each elementary school building in order to release the classroom teacher to discuss a special education student's progress, need, etc., with special education personnel.

To this end, the District shall provide a substitute for the entire day on two occasions each school year.

2. The affected building staff shall determine when these two days shall occur in their building.

25.28

1. No general education classroom teacher shall be assigned a returning self-contained student prior to being in-serviced on how to handle the student's problems.

This in-service shall include, but shall not be limited to, grading standards, special teaching techniques, and behavioral management.

2. Each school year, prior to the 1st card marking, the Special Education Department shall be responsible for a General In-service to deal with general subjects such as the slow learner, grading for the EMI student, etc.
3. The Special Education Department shall likewise provide specific in-service and consultation to the general education classroom teacher on a particular student, when requested to do so.
4. The parties agree that casual conversations or general handouts do not constitute in-service/training.

25.29

The parties agree that additional materials and supplies may be necessary to the general education classroom teacher who instructs self-contained, formerly identified self-contained and potentially identifiable special education students. Teacher in need of these materials and supplies shall make a request for an additional allocation of monies from the Special Education Department for this purpose.

25.30

The District agrees that the general education classroom teacher does not have to go through the Child Study Team for a self-contained student from the previous year, but can go directly to the IEPC by a request to the principal.

ARTICLE 26

Severely Mentally Impaired Summer Program

26.1

The summer program is an extension of the regular school year so as to meet the legally required number of instructional days. Bargaining unit member participation in the program shall be voluntary.

July 4 of each year shall be a paid holiday. Seniority credit for these teachers will be a maximum of 181 days per year.

Summer staffing will be determined by student enrollment.

26.2

The student instructional day shall be no longer than four (4) hours and fifteen (15) minutes, but may begin no later than 9:15 a.m.

In addition to the student instructional day, the teacher work day shall include a daily block of fifteen (15) minutes immediately preceding the student instructional day and a daily block for unassigned preparation of thirty (30) minutes immediately following the student instructional day.

26.3

Aides and secretaries shall work the same hours as per professional staff.

26.4

Full time SMI and SXI summer employment is defined as applying to all individuals who work the five (5) hour work day each scheduled day of the summer program.

Each teacher working full time in the summer program shall be allowed a minimum of two weeks unpaid vacation. Except for extenuating circumstances, vacation time must be scheduled in one week blocks.

Teachers shall have preference for vacation schedules in descending order of seniority.

Each teacher must submit his/her vacation requests by May 15 of each year. Requests received after May 15 shall be reviewed after all timely submitted requests have been filled.

26.5

The Board agrees to provide electric fans in an effort to maintain proper ventilation.

26.6

If temperatures in the classroom become excessive, classes may be dismissed upon authorization of Administration, with no loss of pay or charge to one's sick leave or personal business bank.

26.7

Teachers who work during the summer program on a full-time basis shall receive two (2) additional sick leave days. Teachers who work in the program on a part time basis, except as a substitute, shall receive a proration of the two (2) additional days based on their part time schedules.

26.8

Teachers shall be paid biweekly at 85% (.85) of their daily rate. The teacher's daily rate shall be calculated upon their base salary plus credit hours divided by 181 (Teacher's salary + credit hours divided by 181 x 0.85).

26.9

The following procedures shall be used and shall take precedence in the filling of all SMI and SXI Summer Program positions:

1. The District's Human Resources Department shall post all SMI/SXI Summer Program positions for at least five (5) working days.
2. In the filling of SMI/SXI Summer Program positions, the District shall give preference to those teachers and auxiliary staff in the SMI/SXI program during the normal school year.
3. Positions in the summer program not filled by teachers and auxiliary staff in the SMI/SXI program shall then be filled from other bargaining unit applicants in accordance with Article 8.1 criteria.

ARTICLE 27
Staff Deployment for School Closings

27.1

Each time the District closes a school(s), unique staffing situations arise. In the event the District does close a school(s), the parties agree to negotiate the staffing relocations.

ARTICLE 28
Seniority

28.1

The District shall credit seniority on a daily basis. Each teacher and administrator will receive a day of seniority credit for each day worked (prorated for part-time employees) to the maximum number of teacher work days. The District shall consider approved absences, whether paid or unpaid, as work days.

28.2

In the circumstances of more than one individual teacher and/or administrator 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 Human Resources Office will notify the Association of the date, place and time of the drawing.

28.3

1. The seniority list shall be published and a copy available with the building principal by November of each school year. Revisions and updates of the seniority list shall be published by May 1 of each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the W-WEA.
2. The "beginning date of employment" shall reflect the first day on the job as a regular contracted teacher.

A part time teacher shall be placed at the beginning of appropriate seniority grouping when said part time teacher's seniority ranking is adjusted prorata.

A teacher who is part time shall accrue seniority while on leave on a prorata basis during the period of the leave. A part time teacher taking a leave should not accumulate more seniority while on leave than s/he would if s/he continued to part time during the same period.

3. It is understood that for purposes of layoff, the seniority list as of May 1 of that year will be the one used for placements under Article 29.

28.4

1. Teachers shall accumulate up to one (1) year of additional seniority for unpaid medical, parental and general purpose leaves.
2. Teachers returning from said leave must work a full calendar year before receiving an additional one year of seniority for any future unpaid medical, parental or general purpose leaves.

28.5

A laid off teacher who is recalled and goes on a medical, parental, or general purpose leave or a teacher on such leave who is laid off shall receive no more than one full year's seniority credit for the leave and the layoff.

28.6

Seniority shall be defined as days or fraction of days of in-district service, which are uninterrupted by resignation or discharge.

28.7

Administrators who wish to be assigned a position in the bargaining unit must notify the Human Resources Office, with a copy to the Association, in writing by April 1 of each school year. Those who notify the Human Resources Office and the Association of this intent after April 1 will be placed at the bottom of the seniority list for assignment.

**ARTICLE 29
Layoff/Recall**

29.1

Teachers who successfully complete a probationary period are entitled to continuous employment. No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas who may be qualified are recalled or decline the opening.

**ARTICLE 30
Reserved**

**ARTICLE 31
Certification**

31.1

Eligibility for placement into or recall to a position, in addition to seniority rights, shall be determined by the valid state teaching certificate(s), endorsement(s), NCLB and AdvancEd requirements, or license(s) held by the employee.

For assignments in elementary art, music, physical education, and grades 7 and 8, the teacher shall possess a minimum of 18 semester hours in the subject field (e.g., a teacher certified 7-8 grades all subjects and assigned to 7-8 grade classes in Geography and American History must possess at least 18 hours in Social Science).

Exceptions to the 7th-8th grade all subjects limitation will be reviewed on a case by case basis.

All high school teachers assigned full-time physical education schedules shall possess, and keep current, certification in CPR, First Aid, and life guarding/life saving. Newly transferred teachers will have one school year to come into compliance with these requirements in order to retain their rights as a high school physical education teacher.

31.2

Exclusion of Tenure in position

A bargaining unit member, who has not previously attained tenure, under the Michigan Teacher's Tenure Act in a position other than as a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual

contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

31.3

When a teacher is displaced from a position for any reason after the commencement of the school year or recalled to a position after the beginning of the school year, s/he shall receive a minimum of one day released time in order to prepare for his/her assignment. Under extenuating circumstances additional time may be granted.

For purpose of clarification:

- Should an elementary teacher change grade level anytime after the beginning of the school year, this article will apply.
- Should an elementary teacher go to a single grade level from a split that reflects the minority of the split, this article will apply.
- Should an elementary teacher go from a single grade level to a split in which the majority of the split is different from this previous assignment this article will apply.
- At the middle or high school level, should a majority (.6) of a teacher's full time assignment change, this article will apply.
- In special education, if a teacher moves from one disability to another, this article will apply. (Example: EMI to SMI)

ARTICLE 32 Special Projects

32.1

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

ARTICLE 33 Negotiation Procedures

33.1

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

33.2

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be cloaked with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their

appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall attach their signatures to the ratified Agreement within 24 hours of ratification.

33.3

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

33.4

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.

33.5

Addition of certified and/or licensed positions not listed in Article I of this Agreement shall be negotiated with the Association prior to their posting and implementation.

33.6

The parties agree to establish meetings in order to review the collective bargaining agreement and to keep it updated, where needed. If changes are agreed upon, the parties will amend the contract in accordance with each parties' internal procedures.

ARTICLE 34
Miscellaneous Provisions

34.1

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.

34.2

This entire agreement or specific provisions of this agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

34.3

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

34.4

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.

34.5

All applicable conditions and benefits contained herein shall be provided to and for part time teachers in the same manner and/or at the same levels as for full time teachers except as specifically limited in other provisions of this Agreement.

ARTICLE 35

School Improvement Planning/Site Based Decision Making

35.1

It is hereby agreed by and between the undersigned parties that with respect to the responsibility contained in P.A. 25 of 1990 (MCL 380.1277) to adopt and implement a 3 to 5 year school improvement plan and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours and terms and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process, except by mutual agreement of the undersigned Board of Education and Association, executed in writing.

1. School Improvement Planning/Site Based Decision Making is a collaborative process which seeks to improve both the quality of education and the quality of work life within the school.
2. As a necessary part of School Improvement Planning/Site Based Decision Making, each school may have a staff team. The Team may be composed of the entire staff or elected representative(s), volunteers and administrator(s).
3. Participation on the team is voluntary.
4. Decisions of the Team will be made by consensus. Consensus is not defined as a "rule of the majority". If a minority exists that cannot consent to what is proposed, then consensus has not been reached. It would be expected that discussion and clarification would continue on both sides until consensus is reached, or until it becomes clear that no agreement is possible.
5. Team recommendations must be approved by at least 75% of the staff before implementation (unless the entire staff is on the Team).

6. In the absence of Team consensus decisions, buildings will operate in accordance with the collective bargaining agreement, administrative practices, rules/regulations and Board Policies.
7. Components of School Improvement Planning/Site Based Decision Making shall include:
 - a. Developing a mission statement
 - b. Conducting a needs assessment
 - c. Developing need-based programs
 - d. Developing goals based on outcomes for all students
 - e. Developing curriculum based upon the goals
 - f. Program evaluation processes
 - g. Staff development needs
 - h. School climate
8. Approved team decisions may differ from and/or expand upon; but may not be in conflict with the District School Improvement Plan.
9. Approved team decisions which deviate from Board policy and/or rules and regulations, must be approved by the Board or its designee.
10. Approved team decisions which deviate from the collective bargaining agreements must be approved by the parties.
11. Efforts will be made for building teams to meet within the contractual day.

ARTICLE 36
Duration of Agreement

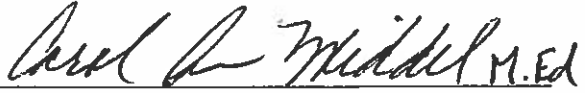
This Agreement shall be effective August 26, 2008, and as amended and extended March 26, 2013, shall continue until August 23, 2017.

Wayne-Westland Education
Association

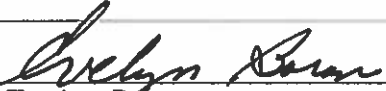
Wayne-Westland Community Schools
Board of Education



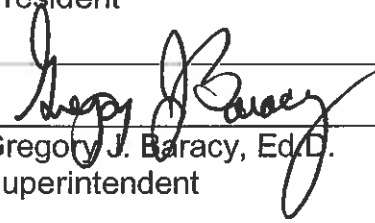
Don Harris
President, WWEA




Carol A. Middel
President



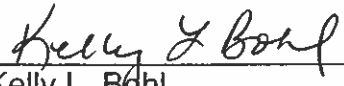
Evelyn Baran,
Executive Director of WWEA



Gregory J. Baracy, Ed.D.
Superintendent


James D. Carson-Shidler
Deputy Superintendent of
Administrative and Business Services

Date of Ratification: March 25, 2013


Kelly L. Bohl
Senior Executive Director of Human
Resources

Date of Ratification: March 26, 2013

**REVISED
March, 2012**

APPENDIX A

**indicates revision

2012-2013 SCHOOL CALENDAR

Aug 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

- 24 New Teacher Orientation
- 27 New Teacher Orientation
- 28 AM Professional Development
PM Teacher Planning
- 29 **Professional Development
- 30 **AM Professional Development
**PM Teacher Planning
- 31 Labor Day Recess

September

- 3 Labor Day Recess
- 4 1st Day of School
- 18 HS After School Professional Development (2:20-3:50)

October

- 8 PM: Middle School Records
- 9 HS After School Professional Development (2:20-3:50)
- 12 HS Marking Period Ends
- 24 C/T Conferences (2:30-5:30)
HS Conferences (5:00-8:00)
- 25 C/T Conferences (5:00-8:00)
HS Conferences (2:30-5:30)
- 31 AM: Elementary Planning

November

- 6 Professional Development
- 12 Nov 12-16 Elementary Conference Week
- 14 MS Conferences (5:00-8:00)
- 15 MS Conferences (3:10-6:10)
- 16 Elem Conference Day
- 20 **HS Marking Period Ends
- 21 Comp Day
- 22 Nov 22-23 Thanksgiving Recess

- 24 MS Conferences (5:00-8:00)
- 25 MS Conferences (3:10-6:10)

December

- 4 PM: Middle School Records
- 24 Dec 24-Jan 4 Winter Recess

January

- 16 PM: 9-12 Records Day
- 17 PM: 9-12 Records Day
- 18 PM: K-12 Records Day (End of the Semester)

- 21 **Martin Luther King, JR - No Classes
- 29 HS After School Professional Development (2:20-3:50)

February

- 12 HS After School Professional Development (2:20-3:50)
- 18 Feb 18-22 Mid-Winter Recess
- 26 PM: Middle School Records

March

- 8 HS Marking Period Ends
- 13 MS Conferences (5:00-8:00)
- 14 MS Conferences (3:10-6:10)
- 20 C/T Conferences (2:30-5:30)
HS Conferences (5:00-8:00)
- 21 C/T Conferences (5:00-8:00)
HS Conferences (2:30-5:30)
- 26 AM: Elem Planning, K Round-up
- 29 Mar 29-Apr 5 Spring Recess

April

- 15 April 15-19 Elementary Conference Week
- 25 Professional Development
- 26 HS Marking Period Ends

May

- 7 PM: Middle School Records
- 24 Comp Day
- 27 Memorial Day Recess
- 29 AM: Elementary Planning

June

- 11 PM: 9-12 Records Day
- 12 PM: K-12 Records Day
- 13 PM: K-12 Records Day (End of the Semester)

Feb 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Mar 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Apr 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jun 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Jul 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sep 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oct 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Nov 2012						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Dec 2012						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan 2013						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APPENDIX A

2013-2014 SCHOOL CALENDAR

Aug 2013						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

- 23 *New Teacher Orientation*
- 26 *New Teacher Orientation*
- 27 *AM Professional Development*
PM Teacher Planning
- 28 *Professional Development*
- 29 *AM Professional Development*
PM Teacher Planning
- 30 *Labor Day Recess*

Sep 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September

- 2 *Labor Day Recess*
- 3 *1st Day of School*
- 17 *HS After School Professional Development (2:20-3:50)*

Oct 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October

- 7 *PM: Middle School Records*
- 8 *HS After School Professional Development (2:20-3:50)*
- 11 *HS Marking Period Ends*
- 23 *C/T Conferences (2:30-5:30)*
HS Conferences (5:00-8:00)
- 24 *C/T Conferences (5:00-8:00)*
HS Conferences (2:30-5:30)
- 31 *PM: Elementary Planning*

Nov 2013						
S	M	T	W	T	F	S
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November

- 5 *Professional Development*
- 11 *Nov 11-15 Elem Conference Week*
- 13 *MS Conferences (5:00-8:00)*
- 14 *MS Conferences (3:10-6:10)*
- 15 *Elem Conference Day*

Dec 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December

- 28 *Nov 28-29 Thanksgiving Recess*
- 3 *PM: Middle School Records*
- 23 *Dec 23-Jan 3 Winter Recess*

Jan 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

- 15 *PM: 9-12 Records Day*
- 16 *PM: 9-12 Records Day*
- 17 *PM: K-12 Records Day (End of the Semester)*
- 20 *Martin Luther King, JR - No Classes*

- 28 *HS After School Professional Development (2:20-3:50)*

February

- 11 *HS After School Professional Development (2:20-3:50)*
- 17 *Feb 17-21 Mid-Winter Recess*
- 25 *PM: Middle School Records*

Feb 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

- 7 *HS Marking Period Ends*
- 12 *MS Conferences (5:00-8:00)*
- 13 *MS Conferences (3:10-6:10)*
- 19 *C/T Conferences (2:30-5:30)*
HS Conferences (5:00-8:00)
- 20 *C/T Conferences (5:00-8:00)*
HS Conferences (2:30-5:30)
- 25 *AM: Elem Planning, K Round-up*

Mar 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

- 7 *April 7-11 Elem Conference Week*
- 17 *HS Marking Period Ends*
- 18 *Apr 18-Apr 25 Spring Recess*

Apr 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

- 1 *Professional Development*
- 6 *PM: Middle School Records*
- 23 *Comp Day*
- 26 *Memorial Day Recess*
- 28 *PM: Elementary Planning*

May 2014						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

- 10 *PM: 9-12 Records Day*
- 11 *PM: K-12 Records Day*
- 12 *PM: K-12 Records Day (End of the Semester)*

Jun 2014						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Jul 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APPENDIX A

REVISED 3/11/15

2014-2015 SCHOOL CALENDAR

Aug 2014						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sep 2014						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Oct 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Nov 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Dec 2014						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

- 22 *New Teacher Orientation*
- 25 *New Teacher Orientation*
- 26 *AM Professional Development*
PM Teacher Planning
- 27 *Professional Development*
- 28 *AM Professional Development*
PM Teacher Planning
- 29 *Labor Day Recess*

September

- 1 *Labor Day Recess*
- 2 *1st Day of School*
- 16 *HS After School Professional Development (2:20-3:50)*

October

- 6 *PM: Middle School Records*
- 7 *HS After School Professional Development (2:20-3:50)*
- 10 *HS Marking Period Ends*
- 22 *C/T Conferences (2:30-5:30)*
HS Conferences (5:00-8:00)
- 23 *C/T Conferences (5:00-8:00)*
HS Conferences (2:30-5:30)
- 31 *PM: Elementary Planning*

November

- 4 *Professional Development*
- 10 *Nov 10-14 Elem Conference Week*
- 12 *MS Conferences (5:00-8:00)*
- 13 *MS Conferences (3:10-6:10)*
- 14 *Elem Conference Day*

December

- 21 *HS Marking Period Ends*
- 26 *Comp Day*
- 27 *Nov 27-28 Thanksgiving Recess*
- 2 *PM: Middle School Records*
- 22 *Dec 22-Jan 2 Winter Recess*

January

- 14 *PM: 9-12 Records Day*
- 15 *PM: 9-12 Records Day*
- 16 *PM: K-12 Records Day (End of the Semester)*
- 19 *Martin Luther King, JR - No Classes*

- 27 *HS After School Professional Development (2:20-3:50)*

February

- 10 *HS After School Professional Development (2:20-3:50)*
- 16 *Feb 16-20 Mid-Winter Recess*
- 24 *PM: Middle School Records*

March

- 6 *HS Marking Period Ends*
- 11 *MS Conferences (5:00-8:00)*
- 12 *MS Conferences (3:10-6:10)*
- 18 *C/T Conferences (2:30-5:30)*
HS Conferences (5:00-8:00)
- 19 *C/T Conferences (5:00-8:00)*
HS Conferences (2:30-5:30)
- 24 *PM: Elem Planning, K Round-up*
- 27 *PM: Middle School Records*

April

- 3 *Apr 3-Apr 10 Spring Recess*
- 13 *April 13-17 Elementary Conference Week*
- 24 *HS Marking Period Ends*
- 30 *Professional Development*

May

- 22 *Comp Day*
- 25 *Memorial Day Recess*

June

- 3 *PM: Elementary Planning*
- 9 *PM: 9-12 Records Day*
- 10 *PM: K-12 Records Day*
- 11 *PM: K-12 Records Day (End of the Semester)*

Feb 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Mar 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jun 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jul 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APPENDIX A

REVISED 01/21/16

2015-2016 SCHOOL CALENDAR

Aug 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

- 28 New Teacher Orientation
- 31 New Teacher Orientation

September

- 1 AM Professional Development
PM Teacher Planning
- 2 Professional Development
- 3 AM Professional Development
PM Teacher Planning
- 4 Labor Day Recess
- 7 Labor Day Recess
- 8 1st Day of School
- 22 HS After School Professional Development (2:20-3:50)

Sep 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2015						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Nov 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

- 13 HS After School Professional Development (2:20-3:50)
- 16 HS Marking Period Ends
- 28 C/T Conferences (2:30-5:30)
HS Conferences (5:00-8:00)
- 29 C/T Conferences (5:00-8:00)
HS Conferences (2:30-5:30)
- 30 PM: Elementary Planning

November

- 16 Nov 16-20 Elem Conference Week
- 18 MS Conferences (5:00-8:00)
- 19 MS Conferences (3:10-6:10)
- 20 Elem Conference Day
- 24 HS Marking Period Ends
- 25 Comp Day
- 26 Nov 26-27 Thanksgiving Recess

December

- 21 Dec 21-Jan 1 Winter Recess

January

- 18 Martin Luther King, JR - No Classes
- 20 PM: 9-12 Records Day
- 21 PM: 9-12 Records Day
- 22 PM: K-12 Records Day (End of the Semester)
- 26 HS After School Professional Development (2:20-3:50)

Jan 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

- 9 HS After School Professional Development (2:20-3:50)
- 15 Feb 15-19 Mid-Winter Recess

March

- 8 Professional Development
- 11 HS Marking Period Ends
- 16 MS Conferences (5:00-8:00)
- 17 MS Conferences (3:10-6:10)
- 22 C/T Conferences (5:00-8:00)
HS Conferences (5:00-8:00)
PM: Elem Planning, K Round-up
- 23 C/T Conferences (2:30-5:30)
HS Conferences (2:30-5:30)
- 25 Mar 25-Apr 1 Spring Recess

April

- 8 PM: Middle School Records
- 18 April 18-22 Elem Conference Week
- 29 HS Marking Period Ends

May

- 27 Comp Day
- 30 Memorial Day Recess

June

- 1 PM: Elementary Planning
- 14 PM: 9-12 Records Day
- 15 PM: K-12 Records Day
- 16 PM: K-12 Records Day (End of the Semester)

Feb 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

Mar 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Apr 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jun 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APPENDIX A

2016-2017 SCHOOL CALENDAR

Aug 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

- 26 New Teacher Orientation
- 29 New Teacher Orientation
- 30 AM Professional Development
PM Teacher Planning
- 31 Professional Development

Sep 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September

- 1 AM Professional Development
PM Teacher Planning
- 2 Labor Day Recess
- 5 Labor Day Recess
- 6 1st Day of School
- 20 HS After School Professional Development (2:20-3:50)

Oct 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October

- 10 PM: Middle School Records
- 11 HS After School Professional Development (2:20-3:50)
- 14 HS Marking Period Ends
- 26 C/T Conferences (2:30-5:30)
HS Conferences (5:00-8:00)
- 27 C/T Conferences (5:00-8:00)
HS Conferences (2:30-5:30)
- 31 PM: Elementary Planning

Nov 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November

- 8 Professional Development
- 14 Nov 14-18 Elem Conference Week
- 16 MS Conferences (5:00-8:00)
- 17 MS Conferences (3:10-6:10)

Dec 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December

- 6 PM: Middle School Records
- 26 Dec 26-Jan 6 Winter Recess

Jan 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

- 16 Martin Luther King, JR - No Classes
- 18 PM: 9-12 Records Day
- 19 PM: 9-12 Records Day
- 20 PM: K-12 Records Day (End of the Semester)

- 31 HS After School Professional Development (2:20-3:50)

February

- 14 HS After School Professional Development (2:20-3:50)
- 20 Feb 20-24 Mid-Winter Recess
- 28 PM: Middle School Records

Feb 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

- 10 HS Marking Period Ends
- 15 MS Conferences (5:00-8:00)
- 16 MS Conferences (3:10-6:10)
- 21 PM: Elem Planning, K Round-up
- 22 C/T Conferences (2:30-5:30)
HS Conferences (5:00-8:00)
- 23 C/T Conferences (5:00-8:00)
HS Conferences (2:30-5:30)

Mar 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

- 3 April 3-7 Elementary Conference Week
- 14 Apr 14-21 Spring Recess
- 27 Professional Development
- 28 HS Marking Period Ends

Apr 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

- 2 PM: Middle School Records
- 26 Comp Day
- 29 Memorial Day Recess
- 31 PM: Elementary Planning

May 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

- 13 PM: 9-12 Records Day
- 14 PM: K-12 Records Day
- 15 PM: K-12 Records Day (End of the Semester)

Jun 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APPENDIX B

The below articles apply fully to all members of the Association whose employment with the District is not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.

Should future legislative action, court decision, or voter initiative make bargaining of the below articles permissible for members of the Association whose employment with the District is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, the Association may make a demand to bargain the subject matters of this Appendix. The District shall promptly respond to the demand to bargain and bargain in good faith these matters in a manner consistent with the spirit of the law.

Article 2.13 (b)

No member shall be disciplined or discharged by the Board without just cause, with the exception of the termination or non-renewal of a probationary member.

Article 7.4 (b)

All members shall be given written notice of their assignments for the forthcoming year no later than the second Monday in June.

1. If a member's assignment for the forthcoming school year represents a change in the assignment currently held by the member, such reassignment will only be made upon prior consultation with the affected member, when possible, and only for reasonable and just cause.
2. In the event that changes in a building assignment are made after the June date, such changes shall be considered as involuntary transfers and shall be governed by Article 8.5 (b) as herein provided.
3. In the event that changes in a member's June assignment as to grade level or department or, in cases of Special Education personnel, assignment within a department and/or building are made after the June date, such changes shall be considered an involuntary transfer and shall be governed by Article 8.4.
4. In the event the number of sections in a grade level(s) within an elementary building decrease, the affected members may change grade levels on a voluntary basis. If a voluntary reassignment cannot be reached, the affected member(s) in the reduced grade level(s) shall have preference to remain in his/her current grade level(s) in descending order of seniority except for just cause.
5. In cases of changes described above members shall be promptly notified, and when possible, consulted in advance of any change.

Article 8.1 (b)

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. For a member to be qualified to transfer to another position, s/he must be properly endorsed for the position; must be highly qualified for the position in accordance with the No Child Left Behind (NCLB) Act of 2001; and must meet North Central Accreditation (NCA) requirements for the position. When experience, competency, and qualifications are substantially equal, the applicant with greater seniority shall be given preference.

Article 8.3 (b)

All applicants applying for internal postings will fill out the required W-WEA Internal Posting Application Form indicating their specific areas of interest. The applicants will be listed in seniority order and notified in turn of all vacancies in their area(s) of interest at the time of their notification. The vacancies will be filled in accordance with Article 8.1 criteria. As members transfer via the posting, the resultant vacancies will be added to the vacancy list. Acceptance of an offered position will eliminate the applicant from any further consideration for vacancies occurring during that specific posting.

Once this process is exhausted for each posting, the resultant vacancies will be filled by displaced members, placing members returning from leaves of absences, recalling laid off members, and hiring new members.

All members accepting transfers to vacancies must work in that position for at least one school year before they will be eligible for another voluntary transfer. Members will not be prohibited, however, from applying for counseling, co-op coordinator, social worker, psychologist, or learning consultant vacancies.

Article 8.5 (b)

When involuntary transfers are effected for a necessary reduction in staff allocation, such transfers will be made on the basis of years of service in the district; that member in the affected building having the lowest seniority and applicable certification being transferred first.

Article 8.6

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

Article 15.3 (b)

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

member and, in appropriate cases, may institute proceeding against the offending member and so notify the superintendent.

Article 29.1 (b)

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

1. No member shall be laid off pursuant to a necessary reduction in the working force unless said member shall have been notified of said layoff at least thirty (30) days prior to the end of the current school year.
2. For purposes of implementing this subsection, it is agreed that June 30 constitutes the end of a school year. Members to be laid off must be notified by June 1 of that year.
3. Members must have on file in the Human Resources Office, by April 1, a verifying letter of actual certification specifying any additional endorsements/certification they have obtained to be eligible for the use of that certification for layoff/placement.
4. Members must have on file in the Human Resources Office, by April 1 a letter or form specifying the area(s) they possess at least 18 hours in a subject field in accordance with Article 31.1

Article 29.3 (b)

Staff Placement

Beginning with the first name on the seniority list, each individual member will be assigned in accordance with the following priority:

1. Current assignment, if not available, then--
2. Different assignment in the same department; if not available, then--
3. Different assignment in a different department; if not available, then--
4. Placement into another assignment for which certified; if not available,
5. If no vacancy remains for which the member is certified in any building; the member will be laid off. Notification of layoff will be forwarded to the member with copies to the W-WEA.

For the purposes of this subsection, the following listing of departments shall be department designations:

- Speech and Language
- OT (Occupational Therapist)
- PT (Physical Therapist)
- Nurses

Psychologists
Social Workers
Counselors

Article 30.1 (b)

Recall

Laid off members have recall rights for six (6) years and shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off members shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.

A laid off member shall be considered laid off until s/he is reinstated in the district. Refusal of an offer from the Board of a position for which s/he is certified, or failure to respond within fifteen (15) days of its receipt to a written offer of a position made by the Board shall be cause for termination.

Notification of a recall shall be in writing with a copy to the W-WEA. The notification shall be sent by certified mail to the member's last known address.

Recalled members shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

Laid off members are obligated to keep the District updated on their current address and phone number.

**APPENDIX C
EXTRA WORK/EXTRA PAY**

HIGH SCHOOL

Coaches: Head Varsity

PERCENT

Baseball	8
Basketball	10
Bowling	6
Cross Country	7
Football	12.5
Golf	6
Gymnastics	10
Soccer	8
Softball	8
Swimming	10
Tennis	6
Track	8
Volleyball	10
Wrestling	10

Coaches: Assistant & J.V.

Baseball Head J.V.	6
Basketball Head J.V.	8.5
Football Assistant J.V.	7.5
Football Assistant V.	8.25
Football Head J.V.	9.5
Gymnastics Assistant	7.5
Soccer	6
Softball Head J.V.	6
Swimming Assistant	8
Track Assistant	6
Volleyball Head J.V.	7.5
Wrestling Assistant	7.5

Ninth Grade Coaches

Basketball	7
Football (Head)	8
Football (Assistant)	6
Volleyball	6
Soccer	5

Other

Assistant Athletic Coordinator	8	1 st Step BA
Cafeteria Supervisor	6.4	1 st Step BA

Cheerleaders	3	(1 season)
Assistant Cheerleaders	2	(1 season)
9 th Grade Cheerleaders	2	(2 seasons)
Competitive Cheerleading (Head Coach)	6	
Competitive Cheerleading (Ass't Coach)	4	
School Technology Leader	8	1 st Step BA
Dance Director	4	
Debate	7.5	
Dramatics (per production)	3.5	
Forensics	5.5	
Freshman Class Sponsor	3.5	1 st Step BA
Instrumental Programs	5	
Intramurals	8.5	4 th Step BA
Junior Class Sponsor	3.5	3 rd Step BA
Marching Band	10.5	
Musical/Operetta	6.5	
Pit Orchestra Director	2	1 st Step BA
Chorus Director	2	1 st Step BA
Choreographer	2	1 st Step BA
National Honor Society	3	1 st Step BA
Newspaper	8	
Photographer	4	
Planetarium	9	
Quiz Bowl Sponsor (Varsity)	3.5	
Quiz Bowl Sponsor (Junior Varsity)	2	
Set & Stage Manager	3.5	
Senior Class Sponsor	3.5	5 th Step BA
Sophomore Class Sponsor	3.5	1 st Step BA
STEP Sponsor	4	
Summer Band Camp	2.5	
Vocal Music Programs	10	
Wardrobe Manager	4	
Weightlifting	7.5	
Yearbook	7	
Band Assistant	6	
Marching Band Guard	2.5	
Future Teachers Club	2	1 st Step BA
Ford Tech Honor Society	3	1 st Step BA
HOSA Coordinator	2	
VICA Coordinator	3	
Robotics	2	
HS Fitness Center Supervisor	7.5%	1st Step BA

Cadre

Single	\$18.00	Double	\$36.00
--------	---------	--------	---------

MIDDLE SCHOOL**Coaches:**

	<u>Varsity</u>	<u>Assistant/J.V.</u>
Baseball	5.25	4.5
Basketball	6	5.25
Football	7	5
Gymnastics	5	4.5
Soccer	5	4.5
Softball	5.25	4.5
Swimming	5	4.5
Track	5	4.5
Volleyball	5	4.5
Wrestling	6	5

Other

All-City Band	4.25
All-City Orchestra	4.25
Athletic Director	10 1 st Step BA
Cafeteria Supervisor	6.4 1 st Step BA
Cheerleading	5.5
School Technology Leader	6.5 1 st Step BA
Dance	3
Dramatics (per production)	3.5
Forensics	3.5
Instrumental Programs	5
Intramurals	7.5 4 th Step BA
Musical/Operetta	6.5
National Honor Society	2 1 st Step BA
Newspaper	4.5
Photographer	2
Quiz Bowl Sponsor	2
Set & Stage Manager	3.5
Student Council	2 1 st Step BA
Vocal Music Programs	5
Wardrobe Manager	3.5
Yearbook	4
Golf Club Sponsor	\$1,000
Bowling Club Sponsor	\$1,000
6th Grade Intramural Basketball	\$1,000
6th Grade Intramural Soccer	\$1,000
6th Grade Intramural Track	\$1,000
6th Grade Intramural Volleyball	\$1,000
6th Grade Intramural Wrestling	\$1,000

ELEMENTARY

All-City Band	4.25
All-City Chorus	4.25

All-City Orchestra	4.25
School Technology Leader	5 1 st Step BA
Emergency Duty Medication/ Lunch Supervisor	2 1 st Step BA
Newspaper	2
Safety Patrol Sponsor	6 4 th Step BA
Service Squad Sponsor	6 4 th Step BA
Student Council	2

DISTRICT-WIDE

Camping Program Director	6
Disabled Sports Chairperson	7.5
ECOS Director	9
Mentor Teacher	5
Nature Center Director	6
Special Olympics Coordinator	6.5

Add Cheerleading to Article 23.13

Note: People currently in positions that would be negatively impacted by this agreement will be grandparented until they vacate the position. Example: A person currently a Service Squad Sponsor at step 7 would continue at step 7 until they vacate the position.

APPENDIX D WAYNE-WESTLAND COMMUNITY SCHOOLS STANDARDS FOR EFFECTIVE TEACHING

FOUNDATIONS

Essential Teacher Beliefs

An educator's beliefs are an important aspect of teaching and learning. Students that are engaged in learning often have teachers that keep their best interests in mind. Essential teacher beliefs include holding high expectations; possessing an efficacy of care; and believing that teaching practices can always improve, that professional learning never ceases, and that all children are capable of increasing their mastery of a content area. Beliefs include the following professional categories:

- *High Expectations*: Possesses a genuine belief in and demonstrates a communication of positive and rigorous expectancy for student behavior and academic outcomes.
- *Malleable Intelligence*: Possesses the belief that intelligence is not a fixed entity; people "get smarter" through hard work.
- *Student Attitudes and Motivation*: Avoids negative assumptions about students' ability and /or desire to learn; values and harnesses the potential of students' unique life experiences.
- *Equity and Anti-Racism*: Actively addresses inequity and its potential roots in order to close achievement gaps and achieve equity of educational outcomes for all students.
- *Urgency, Relentlessness, and Ownership of Outcomes*: Is committed to working "until the job's done"; assuming responsibility for student academic outcomes.
- *Embedding Technology*: Embraces the idea that technology in many forms may have useful applications for teaching and learning; working collaboratively with students to enhance classroom instruction by using emerging technology in the classroom.

Educator Responsibilities

Educators are responsible for maintaining a superior knowledge of their content, understanding the circumstances that make learning difficult for some students and taking ownership of differentiating learning to meet the needs of various learners. These responsibilities range from social to academic and include the following categories:

- *Content Knowledge*: Possesses deep knowledge of the subject(s) that one teaches.

- *Continuing Professional Development:* Seeks out continuous professional learning experiences that will increase instructional effectiveness.
- *Pedagogical Knowledge:* Possesses deep knowledge of the methodology of instruction.
- *Reflection:* Analyzes practices in light of student outcomes in order to maximize student mastery of learning goals and objectives.
- *Professional Collaboration:* Works with colleagues to enhance instruction techniques, resources, and problem-solving.
- *Embedding Technology:* Uses technology to expand the number and depth of resources available to educators to develop professional practice.

Classroom Management

Classroom management is an integral component of student success. Clear processes and routines are necessary for students to grow and learn. Successful classroom management may take different forms but the following categories should remain a focus when considering the expected outcomes:

- *Creating an Environment for Learning:* Builds and facilitates a learning space that minimizes disruption to the learning process; provides safety, support and encouragement; and values the strengths of all learners.
- *Routines to Maximize Instruction:* Establishes policies and procedures that protect instruction and learning time.
- *Supportive Personal Relationships with Students:* Establishes two-way communication with students to learn about and understand their interests, motivations, goals, and life experience in order to personalize and support instruction.
- *Embedding Technology:* Responsibly incorporates technology to build classroom culture and community.

Initial and On-Going Instructional Planning

Teachers must be reflective practitioners that remain intentional about student learning and engagement. Thoughtful practitioners conduct research, examine best practices, review data, plan strategically with colleagues and alter pedagogy based upon challenge areas. The following categories should remain a focus when considering initial and on-going instructional planning:

- *Standards/Objective Based Planning:* Designs lessons and units of instruction based on specific content expectations that identify what students should know or be able to do.
- *Backward Planning:* Determines how to assess when a student has mastered an objective, then working in reverse to match instructional strategies to intended outcomes.
- *Lesson Planning:* Uses information about students' prior knowledge to design an action plan to deliver instruction and assess mastery of one learning objective.

- *Unit Planning:* Uses information about students' prior knowledge to design an action plan to deliver instruction and assess mastery of a set of learning objectives.
- *Long-Term Planning:* Uses information about students' prior knowledge to design an action plan to deliver instruction and assess mastery of one grade level or course-specific curriculum.
- *Embedding Technology:* Uses technology to plan for instruction.

Investing Families and the Community

Educators are responsible for serving students, families and the community. Successful teachers communicate frequently and effectively. These following categories should remain the focus when considering the investment in families and the community:

- *Two-Way Communication:* Establishes and maintains communication between school and home that is based on mutuality of goals for student outcomes; persevering through differences of opinion and logistical challenges to avoid assigning blame or claiming independent success for student outcomes.
- *Volunteering:* Accepts, organizes, encourages, and supports the contribution of time and talent to school functions by students' families.
- *Learning at Home:* Provides information and resources to families in order to assist them in supporting students' learning activities and planning while not in school.
- *Decision-Making:* Develops parent leaders, representatives, and activists to participate in school decision-making activities and functions.
- *Collaborating with the Community:* Identifies and integrates resources and services from the community to support, supplement, and/or strengthen school.
- *Embedding Technology:* Uses technology to maintain, support, and encourage the involvement of students' families in all aspects of their child(ren)'s education.

Engagement and Motivation of All Learners

Teachers that keep students engaged in learning by creating relevance, drawing upon prior knowledge and reinforcing good student ideas are successful with improving student learning. The following categories relate to the engagement and motivation of all learners:

- *Cultural Relevance:* Recognizes and includes students' backgrounds, experiences, cultures, and ethnicities in planning and delivering instruction.
- *Reinforcing Effort and Providing Recognition:* Provides positive reinforcement and targeted praise and encouragement for students' efforts to meet academic goals.

- *Tapping into Student Interest and Expertise:* Recognizes and capitalizes on the value of students' knowledge and interests to make instruction relevant and engaging.
- *Embedding Technology:* Works collaboratively with students to enhance classroom instruction by using emerging technology in the classroom.

Activation and Extension of Knowledge

Student learning is not limited to textbooks. Learning can occur in a variety of ways. Connecting student learning to real life through practical examples creates rich learning experiences for students. Teachers that engage students by showing them the relevance to their lives are often more successful than those who do not make those deeper connections. The following categories relate to the activation and extension of knowledge for all learners:

- *Relevance:* Teaches content through meaningful context to elicit real-world applications.
- *Making Connections/Deep Knowledge:* Weaves students' background knowledge with new content to create an integrated understanding of new ideas and concepts.
- *Mnemonic Devices:* Uses memory aids to enhance acquisition of new knowledge.
- *Embedding Technology:* Uses technology to develop content knowledge.

Differentiation

Student learning occurs at different rates and through different methods for all students. One very important aspect of educating students is the differentiation of instruction. The following categories focus upon the various methods utilized for differentiation:

- *Academic Strengths and Areas for Growth:* Identifies and targets individual student learning needs; using student academic strengths to support targeted instruction.
- *Needs of Diverse Learners:* Plans for and reacts responsively to the spectrum of student achievement levels within a classroom.
- *Learning Preferences:* Uses knowledge of how each student prefers to learn in order to individualize instructional processes.
- *Multiple Intelligences:* Uses knowledge of individual students' different ways of demonstrating learning to individualize product expectations.
- *Embedding Technology:* Utilizes many forms of technology to support learning based on individual interests and abilities.

Stimulation of Critical Thinking and Problem-Solving

The promotion of higher order thinking skills is important for students as they enter a global economy with changing career choices. In order for students to be successful, their abilities to problem solve and stimulate critical thinking must include strategies such as nonlinguistic representation, comparing, contrasting and metacognition. Teachers must be able to engage students through higher order thinking skills by encouraging students to use the following skills:

- *Generating and Testing Hypotheses:* Teaches students how to identify problems and develop testable solutions.
- *Higher Order Thinking Skills:* Encourages students to analyze, synthesize, and evaluate new knowledge and the learning process.
- *Summarizing:* Teaches students to develop a brief and comprehensive retelling of the points of a specific text, concepts or idea.
- *Critical Discussion:* Facilitates thoughtful, well-reasoned dialogue about learning topics that demonstrates higher-order thinking skills.
- *Nonlinguistic Representation:* Uses symbols, diagrams, and physical models and movement to represent information and learning.
- *Comparing and Contrasting:* Breaks a concept into similar and dissimilar components to analyze complex concepts and relationships.
- *Metacognition:* Teaches students to be aware of their own thinking processes.
- *Embedding Technology:* Uses various technologies that require students to think critically and problem solve.

Scaffolding

Teachers should focus on a variety of teaching methods to reach the needs of all students. In order to accomplish this endeavor teaching should include the following scaffolding strategies:

- *Graduated Questioning:* Uses questions to guide students from knowledge recall to critical thinking.
- *Direct Instruction:* Uses a cycle of teacher-led instruction, guided practice and independent practice to foster student concepts mastery.
- *Conferring:* Uses one-on-one conferencing with students to assess, correct, and guide the learning process.
- *Spacing Learning Over Time:* Extends learning opportunities or lessons on specific topics or objectives over time to promote mastery through the practice and feedback cycle.
- *Embedding Technology:* Uses technology to meet targeted needs of students.

Multiple Opportunities for Practice, Mastery, and Assessment

A student's ability to master content requires frequent, direct and timely feedback regarding their progress toward learning objectives. The following categories focus upon the various methods utilized for providing students with multiple opportunities to practice and master learning targets:

- *Academic Choice*: Provides students opportunities to participate, practice, and/or demonstrate mastery in a self-selected manner.
- *Authentic/Alternative Assessment*: Assesses student mastery using means other than written tests.
- *Formative Assessment*: Continuously monitors and provides feedback during the lesson/unit cycle to help students move toward learning goals.
- *Summative Assessment*: Assesses student mastery at the culmination of a defined learning goal.
- *Homework*: Provides meaningful experiences outside of the classroom to practice academic skills and/or advance student learning.
- *Embedding Technology*: Uses technology to assess proficiency.

Flexible Grouping

Successful teaching that results in student mastery of content does not involve one teaching method. Traditional *whole group* delivery is only one pedagogical mechanism for delivering content. Many students do not respond to one delivery method and thus multiple methods should be employed. The following categories represent various teaching methods that should be utilized in successful teacher classrooms:

- *Cooperative Grouping*: Develops workgroups in which students are mutually responsible for outcomes.
- *Whole Group Instruction*: Provides simultaneous instruction to all students in the room.
- *Heterogeneous Grouping*: Develops work groups of students with similar academic readiness/achievement levels.
- *Individual Instruction*: Provides instruction in direct, one-on-one sessions.
- *Flexibility and Fluidity*: Skilled/competent with all grouping strategies; teachers and students move smoothly from one type of grouping to another as well as move within types of groups based on current levels of achievement.
- *Embedding Technology*: Uses technology to identify student needs and develop student groups.

USING DATA

Using Multiple Data Sources

Decisions made about teaching and learning should utilize multiple sources of data that include:

- *Informal Assessment:* Uses what happens in the classroom to assess student growth toward an intended outcome.
- *Formal Assessment:* Designs and uses specific assessment tools to assess student growth toward an intended outcome.
- *Non-Assessment:* Collects, analyzes, and applies information related to student needs, interests, opinions, extracurricular pursuits, behavior, attendance, etc. that may inform instruction.
- *Embedding Technology:* Uses student data systems to collect and analyze information necessary for instructional decision-making.

Instructional Decision-Making

Teachers should make logical decisions about instruction through the use of data and collaboration with colleagues. The following categories should remain a focus with making decisions about instruction:

- *Identifying Instructional Needs:* Analyzes data to determine areas of growth for student learning and teacher practice.
- *Setting Goals:* Uses data to determine rigorous, realistic outcomes that can be measured over time.
- *Matching Instructional Strategies to Identified Needs:* Uses student data to plan and design instruction that will most effectively and efficiently move students to proficiency in identified areas of need.
- *Progress Monitoring:* Measures and tracks progress over time towards a stated goal and adjusting instruction as necessary to sustain desired growth.
- *Providing Feedback:* Communicates progress towards a stated goal.
- *Embedding Technology:* Using technology to collect and analyze information necessary for instructional decision-making.

Student Achievement

- *Student Growth:* Student growth will be based upon local as well as State assessments. Seventy-five (75%) percent of student growth is based upon the individual teacher's class performance whereas twenty-five (25%) percent will be based upon the building or department's collective growth. Student growth is reflected throughout this entire document and should not be minimized to one section or aspect of the evaluation process.