

**AGREEMENT**

**Between**

**WESTWOOD HEIGHTS BOARD OF EDUCATION**

**And the**

**LOCAL 10/WESTWOOD HEIGHTS EDUCATION ASSOCIATION**

***2015-2018***



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**AGREEMENT**

This Contract entered into this first (1st) day of July, 2001, by and between the Board of Education of the District of Westwood Heights, Flint, Michigan, hereinafter called the "Board", and the Local 10/Westwood Heights Education Association, hereinafter called the "Association".

**WITNESSETH**

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

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

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

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

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

## ARTICLE I: RECOGNITION

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

## ARTICLE II: TEACHER RIGHTS

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

6. A copy of the DE 1010 Personnel Report or its present equivalent, the Certified Personnel Register, shall be made available for use of the Association by the Superintendent upon the Association's request.
  7. The Association shall also have access to all documents and information to which it is legally entitled.
- D. The Superintendent shall clearly define all coordinative and administrative positions as they relate to or affect the work and responsibilities of the teachers. Said job descriptions shall be accompanied by a Responsibility Flow Chart. This shall be placed in the Staff Handbook and furnished to the teacher no later than the first day of school.
  - E. Each teacher shall be responsible to one (1) immediate supervisor and his/her assistant who shall coordinate that teacher's duties and responsibilities, except when the immediacy of the situation requires prompt and necessary action. The immediate supervisor, for the purpose of this section, for these teachers, shall be appointed at the beginning of the school year.
  - F. The Association shall have the right to use school facilities and school equipment including computers and other duplicating equipment, as well as all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost for all materials and supplies incidental to such use. These supplies shall be requisitioned to the Business Office. Such equipment shall be used in the assigned area.
  - G. The Board shall provide the Association with a copy of regular Board meeting agendas. The Board shall provide the Association with a copy of the minutes when approved.

## **ARTICLE III: PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Contract are set forth in Schedule A (attached).
- B. All new teachers shall at the time of initial employment, receive credit for previous teaching experience up to a maximum of ten (10) years. The number of years of experience credited will be typed on the teacher contract prior to the teacher's signature.
- C. All new teachers shall at the time of initial employment receive credit for military or Peace Corps service up to a maximum of two (2) years.
- D. Teachers who are vocationally certified and employed more than fifty percent (50%) of their teaching time in state-approved, reimbursable vocational programs implemented by the Board of Education shall receive a maximum of two (2) steps on the salary schedule, if not already at the ninth (9th) or tenth (10th) step, for technical experience which is state approved directly associated with the above mentioned program, for as long as they are still employed. Teachers in the above mentioned programs for fifty percent (50%) or less of their time shall only receive one (1) step, where possible. Teachers who may have been in these programs and later are no longer employed in this fashion shall have any steps granted taken away.
- E. All teachers currently receiving experience credited pursuant to B, C and D shall continue to receive the current level of credit. Correspondence course credits will not apply to the salary schedule.
- F. Coaching, cheerleading and student activities rates of pay are set forth in Schedule B.
- G. Department Heads 7-12
  - 1. Appointment
    - a. A department head may be appointed whenever there is an average of two (2) full-time teachers in a subject area. Full time to mean ten (10) or more sections per week, for the full year, taught in a subject area. If a department head is not appointed, work previously performed by said department head will not be assigned to another teacher.
    - b. Teachers within our school system will be considered first, if they meet all requirements.
    - c. The final decision for an appointment rests with the Principal, who shall have consulted with the Superintendent.
  - 2. Qualifications
    - a. Have a permanent certificate
    - b. Have tenure
    - c. Be assigned to teach at least fifteen (15) hours per week (three (3) sections) in the department.
  - 3. Salary Differential
    - a. Departments with 10-14 sections .015 of Base



- b. Departments with 15-19 sections .020 of Base
- c. Departments with 20 or more sections .030 of Base
- d. Vocational Director .020 of Base

- 4. Departments may be added, deleted or adjusted according to the criteria in 1, 2 and 3 above as they apply.
- 5. The position of department head shall be non-tenured and a teacher's appointment as department head shall be renewable at the discretion of the Administration.
- 6. All Grade Sponsor/Chairpersons, Class Sponsors and Department Heads will fill out an Activity Sheet (Appendix C) and turn it in to their building administrator quarterly. They will also have detailed notes available upon request. (Aug. 2007)

- H. Elementary Grade Sponsor/Chairperson – (Refer to Schedule B Elementary Grade Sponsor/chairperson Job Description). (Aug. 2007)
- I. Teachers will be moved up on the salary schedule only at the beginning of a semester and after they have completed two (2) full semesters of teaching in the Westwood Heights School System. Teachers move horizontally on the salary schedule only at the beginning of the school year. There will be no credit on the salary schedule granted for partial semesters.
- J. Teachers teaching part-time (less than five (5) sections) shall have a conference period. The length of the conference period shall be determined by the number of hours taught, and computed at the rate of one-fifth ( $1/5$ ) of an hour per hour taught. Pay for this period shall be that number of fifths times one-sixth ( $1/6$ ) of one-one hundred eighty third ( $1/183$ ) of that teacher's full-time yearly salary rate. If the teacher's conference period falls between classes taught, they shall be compensated for a full hour.
- K. Undergraduate classes needed for new state certification pertaining to computer education shall count toward movement on the professional salary scale. Teachers not working toward computer certification will be limited to one (1) undergraduate class.

## **ARTICLE IV: TEACHING HOURS**

- A. The teacher's normal teaching hours in the Westwood Heights Schools shall be as follows:
1. Teachers are required to report to their respective teaching buildings fifteen (15) minutes prior to the opening of the pupils' regular school day in the morning.  
  
Teachers are encouraged to report to their respective buildings at least thirty (30) minutes prior to the beginning of the homeroom period to handle personal or necessary responsibilities.  
[98-99]
  2. Teachers shall leave the building no earlier than ten (10) minutes after the final student dismissal bell. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teachers, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day and normal bus leaving time. Teachers taking courses which the Administration feels will benefit the School District and where the last ten (10) minutes prevents said teacher from arriving at class on time, may have the last ten (10) minutes waived at the discretion of the principal.
- B. The Board recognizes the principle of a standard set work schedule and will, so far as possible, make professional assignments that can be completed within such a work schedule. This work schedule will not exceed seven (7) hours and thirty (30) minutes per day. The Board will not require teachers to work regularly in excess of such work schedule within or outside of any school building except by mutual consent of the Board and Association.
- C. All teachers shall be provided a thirty (30) minute duty-free and uninterrupted lunch period. Uninterrupted to be interpreted to include phone calls, messages, minor first aid duties that can be handled by the playground monitor, etc. Such period to be determined by building administration.
- D. Preparation time shall be provided to all teachers of the Westwood Heights School System. Preparation time shall be defined as an average of eighty (80) minutes per day including a thirty (30) minute duty-free uninterrupted lunch period, at least one 40 minute or more consecutive block of prep time, including passing time when a teacher has no students under his supervision. (09-10) ) This time is essential for teachers to prepare therefore, teachers shall not be required to give up more than one planning period per week for activities such as IEP's, Grade Level meetings, SAT meetings, PLC meetings, etc. All remaining planning periods will be reserved for teacher chosen planning activities. (2012) Elementary preparation time may be provided through but not limited to the employment of music, art, physical education, library when a librarian is on duty and/or other enrichment programs.
- E. No certified employee shall leave an assigned duty area for any reason, except an emergency, without the permission of the Building Principal or other Administrator.
- F. The Building Principal shall be responsible for calling regular staff meetings to provide necessary information to the building staff.

1. Such meeting time and length to be determined by the Building Principal in consultation with the Building WHEA VP and AR's.
  - a. Each meeting will not exceed 1 hour in length
  - b. Such meetings will be limited to 1 staff meeting and 1 PLC meeting per month. (2012)
  - c. Such meetings will not be more frequent than once per month
  - d. Meetings will not be scheduled on Fridays or days before vacation breaks
  - e. Meeting dates will be announced not less than two weeks before the meeting date unless there is agreement of the building WHEA VP and AR's
2. Teachers will attend all meetings for their entire length unless excused by mutual agreement of the Building Principal and Building WHEA VP and AR's.
3. Department Head and Elementary Sponsor meetings shall be conducted in the same manner.
4. Emergency meetings may be called by the principal, and all teachers should attend when possible. When a teacher is unable to attend, the teacher must notify the principal and schedule a time to obtain the emergency information. [05-06]

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

H. Parent-Teacher Conferences

1. Elementary Building(s) Conferences Schedules for fall and spring, refer to calendar for dates and times.

Teachers involved in rotational classes who meet parents after school in the week after parent-teacher conferences will be compensated for every hour of conference time at \$15.00 hours per hour or have one hour added to his/her personal, compensatory, or sick time.

2. Secondary Building(s) Conferences Schedule for fall and spring, refer to calendar for dates and times.
3. Teachers will receive an additional one-half day off to compensate for evening conferences.
4. Conferences to be held according to the following guidelines:
  - a. Teachers taking classes for college credit shall be excused from said conferences provided equal time is provided by said teacher for meeting with parents. Reports on conferences scheduled and held will be handled in the same manner as those held on the regular conference days.
  - b. Teachers should schedule other parent conferences during the school year as needed for proper student progress.

- c. Elementary teachers shall be free to leave 30 minutes prior to the end of scheduled conference times if they have no conferences scheduled or no one waiting to see them.
  - d. Any elementary teacher whose schedule is completely filled, and who still is not able to meet with all parents desiring to meet with said teacher, shall be afforded released time to meet with the parents.
5. If at any time during this contract grades shall change buildings the parent-teacher conference schedule for that building will be followed.
- I. Since AESOP is our current means of obtaining a substitute, teachers must be given access to AESOP with an ID/pin number and phone number/website information needed to report unavailability for work. A teacher must register his/her unavailability one hour and 30 minutes prior to teacher reporting time. In the event that a teacher has a need for a substitute after the time which AESOP is accessible, teachers will be informed of a number to call to reach the building administrator or his/her designee prior to the administrator's arrival time in order to report the teacher's unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a qualified substitute teacher. The AESOP computer program will not limit the number of days, consecutive or otherwise, which can be reported. (09-10)
  - J. Teachers shall not be docked sick or leave days for any day school is cancelled for the entire day. This shall include but not be limited to inclement weather or Act of God days.

## ARTICLE V: TEACHING LOADS

- A. The normal teaching load in the middle and high schools will be twenty-five (25) or thirty (30) teaching periods and five (5) preparation periods weekly. No departure from these norms, except in case of "emergency" or curriculum schedule changes, shall be authorized without prior consultations with the Association. In the event of any disagreement between the representative of the Board and the Association as to what constitutes an emergency, the matter may be processed through the professional grievance negotiation procedure here under set forth.
- B. Teacher salary for an extra class assignment for the year shall be equal to one sixth (1/6<sup>th</sup>) when twenty-five periods and one-seventh (1/7<sup>th</sup>) when thirty periods of that teacher's normal salary or one fifth (1/5<sup>th</sup>) when 25 periods or 1/6<sup>th</sup> when 30 periods of the current base salary (zero experience), whichever is larger.
- C. Compensation – whenever a teacher substitutes on their prep period, they may:
1. Choose to be reimbursed at established per hour sub rate or \$15/hour whichever is higher.
  2. have one hour added to his/her personal sick days,
  3. Have one hour added to his/her personal time.
- For each six (6) hours added to personal time, the teacher may take one day of personal leave.
- D. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate in accordance with the State Certification Code.
- E. The teachers recognize that their responsibility for supervision of pupils includes the classroom, halls, lavatories and other school facilities on the school premises. A teacher observing or being informed of poor pupil conduct will promptly take what he/she feels to be effective corrective measures and/or inform the proper administrative personnel. This section refers to school sponsored activities only.
- F. Aides will be used to reinforce instruction and provide tutorial services to the students under the direction and supervision of a certificated teacher.
- G. The teacher will:
1. Plan and coordinate lessons
  2. Present initial lesson
  3. Identify the reinforcing instruction provided
  4. Specify the methods, materials and techniques to be used by the aide.
- H. In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:
1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown.

Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.

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

I. ISS Room:

1. The ISS room concept, as adopted by the Board in its original form for the Middle/High School, may be instituted as an everyday replacement for a teacher's conference period.
2. When done in this form (a teacher having the ISS Room during his/her conference period) the teacher shall be paid \$25.00 per conference period.
3. As always, this situation for a teacher may be done ONLY on a voluntary basis and CANNOT be given as a required part of a teacher's day.

## ARTICLE VI: TEACHING CONDITIONS

### A. Class Size.

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

<u>K-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9-12</u>
24	28	30	30

If the 6<sup>th</sup> grade is housed in a building with middle school grades, the class size shall be the same as the 7<sup>th</sup> and 8<sup>th</sup> grade class count. If the 6<sup>th</sup> grade is housed anywhere else, the class size shall be the same as the 5<sup>th</sup> grade class count. (09-10)

The student count of a classroom is the accumulation of the percentage of time each student is in the classroom. [05-06]

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

2. A committee called the cooperative scheduling committee will meet to resolve conflicts in scheduling. This committee will be made up of the building principal, the teacher involved, a counselor and/or association representative, department chairperson (grades 7-12) and if desired by the Board a representative of the Board of Education. Any teacher K-12 who feels that there is a discrepancy in his/her class size has the right to call for a meeting of this committee. [98-99]
3. After the third Friday of each semester, in grades 7-12, the specified limit shall represent the maximum for all the classes assigned to a teacher, excluding those classes further restricted due to the quantity of teaching stations.
4. When there are two or more sections of the same class and there is a differential of more than ten students from the high to the low count in those sections the administration will attempt to reduce this difference to ten (10) or less. However, if the differential is twelve (12) or more the cooperative scheduling committee will meet within three school days. Upon failure on the part of this committee to resolve the scheduling dispute there may be called an emergency meeting of the review committee. This committee would meet within ten working days and would become the final arbitrator of the situation. [94-95]
5. In "split" or "multiage" classes, that includes students of both the K-2 and 3-6 categories, the limit shall be no greater than the lowest grade level of students represented in that room. The Board will direct administrators that in the case of a split classroom the total classroom size (the total of students including special education students) shall never exceed the class size of other affected grade levels in the district. In instances where it will cause an overage to any of the teachers involved, administration can assign students to the split up to the contractual maximum

of either grade involved. (2012) Split classes and the number of students in each class will be regulated at the building level. (8-06)

6. In secondary classes having a definite number of teaching stations, the maximum number of students will be as follows:

<b>Art</b>	28
<b>Business</b>	
Business Management & Administration [05-06]	28
<b>Computer Science</b>	28
<b>PE Lab (Weightlifting, aerobics, etc.) (09-10)</b>	28
<b>Reading/Base Lab/Title One (09-10)</b>	28
<b>Science Department</b>	
Biology Room	28 (if offered as a lab course)
Chemistry Room	28 (if offered as a lab course)

(2011)

7. Mainstreamed Students.

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

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

- B. The Board agrees that every effort will be made to conform with these class sizes on the first day of each semester. It is recognized that unforeseen changes, because of new enrollment or students leaving, may necessitate class changes. In the event students are physically present which would warrant the creation of a new section the additional section shall be opened within 5 (elementary)/ 10 (secondary) school days of the occurrence, unless mutually agreed upon by the Board and the WHEA. (09-10) However, the restrictions contained in A and B above will be in place no later than the third Friday of each semester and will remain in place for the remainder of each semester.
- C. In K-12 each teacher whose classroom exceeds the maximum in A above after the third Friday of each semester will receive additional fiscal compensation calculated as follows:

(Their annual pay from Schedule A) divided by (number of student contact days) divided by (number of maximum students allowed in their class from Article VI A (1) above) times (the number of days the excess continues.)

Brief Form: (Annual Pay)/ (Student School Days)/ (Maximum Students



Allowed)\*(Days of Excess)

This is calculated for each student over the maximum.

**Example:**

Annual Pay: \$39,000

Student School Days: 181

Maximum Students Allowed: 26

Days of Excess: 75

$\$39,000/181/26*75 = \$621.55$

If the excess is over three (3) students, the Board agrees to consider other options to benefit or relieve the teacher. A teacher in grades K-6 also has the prerogative of calling for a meeting of the cooperative scheduling committee. (98-99)

- D. The second meeting of the review committee each year will review the class size provisions of the contract and if needed make appropriate recommendations for changes in this section.
- E. The Board recognizes that the following are tools of the profession and shall provide for them whenever possible:
1. Appropriate texts
  2. Library reference facilities and current reading books and materials [05-06]
  3. Telephones
  4. Maps and globes
  5. Laboratory equipment
  6. Audio-visual equipment
  7. Art supplies
  8. A separate assigned desk for each teacher in the District with a lockable drawer
  9. Closet space for teachers to store coats, overshoes and personal articles
  10. Adequate chalkboard/whiteboard space in every classroom [05-06]
  11. Copies exclusively for each teacher's use of all texts used in each of the courses he is to teach
  12. A complete and unabridged dictionary in every classroom
  13. Adequate storage space in each classroom for instructional materials
  14. Adequate attendance books, chalk, erasers, dry markers, paper, pencils and other such material required in daily teaching responsibility [05-06]
  15. Athletic equipment
  16. Current periodicals
  17. Standard tests, questionnaires and similar materials
  18. Teacher computer and printer [05-06]
  19. Ink and paper for printers [05-06]
  20. Current text books [05-06]
  21. Internet access (wifi) [15-16]
  22. Promethean Boards/document camera [15-16]

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

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

## ARTICLE VII: VACANCIES AND PROMOTIONS

A. Whenever an administrative vacancy occurs during a school year it must be posted for five (5) teaching days by placing in each teacher's mailbox, or via e-mail, the following:

1. Job Description
2. Salary Range
3. Fringe Benefits

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

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

B. Should the administration determine that staffing transfers are necessary, staff shall be notified of this decision 10 days prior to any final transfer decision in order to enable bargaining unit members to express an interest in a possible transfer position. All final decisions regarding transfers remain within the sole discretion of the district.

C. Teachers desiring to transfer to an available position within the district may submit a request on a form supplied by the Board. If the request is denied, the reason for the denial shall not be the basis for a grievance.

## ARTICLE VIII: SICK LEAVE - PERSONAL LEAVE

At the beginning of each year, the Board shall provide each teacher with seventeen (17) sick leave days, six (6) of which may be used as personal leave days. (09/10, 10/11)

### A. SICK LEAVE DAYS

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

### B. COMPENSATORY HOURS (09-10)

1. Teachers will accrue time by working over and above the Teacher's required contractual hours in lieu of sick/personal time or per hour subbing pay. Possible examples include but are not limited to:
  - a. Working on school improvement or matters beyond the normal school hours and days accumulated by teachers.
  - b. Subbing on their conference period.
  - c. Loss of conference period/prep.
  - d. Participating in orientation and/or putting in the required "extra time" for parent teacher conferences.
  - e. Athletic event workers:
    - i. Will earn .5 times the hours worked
    - ii. Needed positions will be posted per season (i.e. fall, winter and spring)
    - iii. Interested teacher will notify the athletic director per posting
    - iv. Workers will be placed on a first come/first served basis. You may sign up for 2 events initially and after all teaching staff has had a chance to sign up, the remaining events will be reopened to the entire teaching staff for a second round. In cases of a tie, overall seniority will be the tie breaker. All volunteers will have priority over paid workers.
    - v. May choose personal or sick time for working the event

- vi. MHSAA Tournaments do not apply.
  - vii. Police security is exempt from this policy.
- f. Other mutually agreed upon activities.
2. Compensatory time can be used any time during the current school year. However, not more than three (3) consecutive days may be used at any one time. Using three (3) consecutive days may still be done only once per school year. (98-99)
  3. These days can be used the day before or after a school break (Exception from above.)
    - a. Application for use of these days must be made at least two weeks before the leave except in emergency situations agreed to by the Board's representative and the WHEA President or his/her representative. The application may not be turned in before the first teacher workday each year. No more than three (3) teachers may use this leave at the same time. If more than three teachers apply for the same date(s) then the following procedure will be used in order:
      - i. The teachers with the earliest date of application have preference.
      - ii. Teachers who have not used this procedure have preference over those who have used it in the last three (3) years.
      - iii. The teachers with the highest seniority at Westwood Heights are given preference over teachers with lower seniority.
  4. A provision will be maintained on the Teacher's pay stub for Compensatory hours.

#### C. PERSONAL LEAVE DAYS

1. Personal leave days may not be taken the day immediately preceding or following a legal holiday, school recess (e.g. Christmas, Memorial Day, etc.) period or the first or last day of school.
2. A teacher shall not be required to use any personal leave days for sickness until all accumulated sick days are exhausted.
3. All notices of intent for personal leave days must be made in writing on the form provided by the Board at least three (3) days in advance of the day requested. In the case of an emergency, however, the three (3) day advance notice provision can be waived at the discretion of the Superintendent or his representative. No more than three (3) teachers in K-6 and three (3) in 7-12 may use personal business days on the same day.
4. Each teacher will be allowed to accumulate up to eleven personal leave days.
  - a. Though a teacher may earn and total more than eleven (11) personal days, teachers may only carry over five personal days from the previous years. Thus with the six personal days

granted at the beginning of the year the maximum number of personal days allowed at the beginning of the year is eleven (11). These days can be used the day before or after a school break at a rate of not more than 3 consecutive days (09-10) but only once every two (2) years.

b. Personal days in excess of five at the end of the year will be converted to sick days. A teacher will be allowed to use no more than three (3) consecutive personal days each school year. The exceptions to the "once every two (2) years" limitations are listed below:

- i. Teachers who participate in orientation and/or put in the required "extra time" for parent teacher conferences may use the compensatory time at any time including the day before or after a school break. If the day is not used by the end of the year it will accumulate as a personal day. [98-99]
- ii. Teachers selecting compensatory time, instead of payment equal to per hour subbing pay for;
  - a. working on school improvement or matters beyond the normal school hours and days accumulated by teachers, or
  - b. subbing on their conference period, or
  - c. any other mutually agreed upon activities

can be used any time during the current school year. However, not more than three (3) consecutive school days may be used at any one time. Using three (3) consecutive days may still be done only once per school year. [98-99]

c. Application for use of these days must be made at least two weeks before the leave except in emergency situations agreed to by the Board's representative and the WHEA President or his/her representative. The application may not be turned in before the first teacher workday each year. No more than three (3) teachers may use this leave at the same time. If more than three teachers apply for the same date(s) then the following procedure will be used in order:

- i. The teachers with the earliest date of application have preference.
- ii. Teachers who have not used this procedure have preference over those who have used it in the last three (3) years.
- iii. The teachers with the highest seniority at Westwood Heights are given preference over teachers with lower seniority.

#### D. BEREAVEMENT

1. Leave of absence not chargeable against the teacher's sick leave: three (3) days per death of a parent (including in-laws), spouse, child, sibling, grandparent, in-laws, step family, grandchild, aunt, uncle and legal dependent of employee or spouse. [01-02]
2. Leave of absence chargeable against the teacher's sick leave:
  - a. One (1) day to be taken to attend the funeral of a close friend or relative. [01-02]
  - b. An additional two (2) days per death of those included in section 1 and 2a. [01-02]

E. EMERGENCY DAYS

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

F. MISCELLANEOUS

1. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall have the option of receiving supplemental compensation from the Board as follows:

**Option 1:** 100% of the difference between their regular, contracted, bi-weekly salary and the bi-weekly amount received via worker's compensation. The net amount received from both sources shall not exceed the employee's regular contracted net salary. This reimbursement shall result in a prorated deduction from the employee's accumulated sick-time. Bargaining unit members who have exhausted their sick-time may elect option 1 only if they are a member of the sick bank. The waiting period for using the sick bank is waived under these circumstances. Supplemental compensation from the board will last for the duration of the illness/injury up to a maximum of one calendar year.

EXAMPLE:

Prior to injury, the employee nets \$2000 bi-weekly, or \$1,000 per week (after taxes). Worker's Compensation provides the employee with an \$800 (net) compensation award each week. The Board will provide supplemental compensation to the injured employee up to an amount which allows the employee to net (after taxes) an additional \$200 in order to bring the injured employee's net compensation back to \$1,000 per week (net). The injured employee's accumulated sick-time is reduced, on a pro rata basis, for this reimbursement (20% reimbursement from the district = 1/5 of a full sick day or, 1 full sick day is deducted for every five days of work missed while being compensated under this Option).

**Option 2:** 60% of the difference between their regular, contracted, bi-weekly amount received via worker's compensation. The net amount received from both sources shall not exceed the employee's regular contracted net salary. This reimbursement shall not result in a prorated deduction from the employee's accumulated sick-time. Supplemental compensation from the board will last for the duration of the illness/injury up to a maximum of one calendar year.

EXAMPLE:

Prior to injury, the employee nets \$2000 bi-weekly, or \$1,000 per week (after taxes). Worker's Compensation provides the employee with an \$800 (net) compensation award each week. The Board will then compensate the injured employee up to an amount which allows the employee to net (after taxes) 60% of the difference between their regular salary (\$1,000 per week) and their Worker's Compensation award (\$800).

\$1,000 - \$800 = \$200  
60% of \$200 is \$120

The board will provide supplemental compensation to the injured employee up to an amount which allows the employee to net (after taxes) an additional \$120 in order to bring the injured employee's net compensation to \$920 without any reduction to the employee's accumulated sick-time.

**(These examples are based upon the assumption that worker's compensation is paid at 80%. If this were to not be the case or change in the future, this language will be adjusted to a percentage which would make the member whole as this provision intends.)**  
[15-16]

2. A teacher on leave for illness shall inform the school by 2:30 p.m., each day of his intention to return the following school day or remain on leave, except in emergencies that prohibit the teacher from doing so. (See also Article IV-J).
3. All days shall be considered as whole days unless prior arrangements have been made. With prior notice or in emergencies a sick day will be computed by sevenths (1/7ths).



## ARTICLE IX: SICK BANK

### A. ELIGIBILITY:

1. Any returning full-time teacher may choose to join the sick bank by the second Friday of each school year, or in the case of a new employee, by the second Friday of employment.
2. Returning full-time employees who don't join at the initial enrollment period may elect to join during the next enrollment period by paying the equivalent number of days to the sick bank had they joined at the initial enrollment period.
3. Teachers new to the sick bank will contribute two (2) days per year for two (2) years: however, will not be eligible to draw from the sick bank during their first 365 calendar days. (Aug. 2007)
4. Teachers who quit the bank may not withdraw their days and may quit only during the next enrollment period.

### B. BANK:

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

### C. ADMINISTRATIVE COMMITTEE:

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

7. A written notice of approval or denial shall be given within five (5) working days of the decision. (A standardized form will be used.)

D. ADMINISTRATIVE PROCEDURES:

1. To be eligible to apply the sick bank hours, a teacher must have exhausted his/her own accumulated days. (Aug. 2007)
2. For every ten (10) days a member has accumulated (according to the count on the last day of the previous school year minus the contribution to the bank) one (1) day of the five (5) day waiting period is waived. (Aug. 2007)
3. The sick bank committee will ask for a doctor's statement every two weeks.
4. The decision of the sick bank committee with respect to the qualifications of a teacher for a grant from the sick bank and the number of days granted shall be final. The decision of the sick bank committee is not grievable.
5. Sick bank may match up to the number of days the teacher had remaining at the end of the preceding school year (maximum of 30 days). (Aug. 2007)
6. No teacher shall be granted more days from the sick bank than shall be necessary to carry the teacher until he/she qualifies for long term disability. (Aug. 2007)
7. There will be no loss of fringe benefits while a person is drawing sick bank days.
8. Days granted to a member must be voted by 2/3rds of the committee.
9. Sick bank members may choose to anonymously donate hours to current sick bank members who are without sick hours and have a current need. This would include first year members. (Aug. 2007)
  - a. Any days that have been donated and are left over at the end of the school year will go into the sick bank.
  - b. No more than ten (10) days may be donated at a time for any individual.
  - c. The only people that will be informed of the details of the donation are:
    - i. The person receiving the days (# of days only)
    - ii. The person(s) donating the days
    - iii. The business office
    - iv. The chair of the sick bank committee (the rest of the sick bank may keep up with the number of days but not the donor(s)).
10. Docking shall be 1/ (number of teacher work days) of the teacher's salary. (Aug. 2007)

E. USAGE:

1. Sick bank days shall be granted only for personal illness or disability of the teacher.

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

## **ARTICLE X: LEAVES OF ABSENCE**

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

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

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

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

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

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

13. All applications for a sabbatical leave will be considered on their merits as they relate to the potential benefits to the Westwood Heights School District. Consideration will be given to:
  - a. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
  - b. Potential benefits to the Westwood Heights School District.
  - c. Previous evidence of professional growth on the part of the employee.
  - d. Previous leave of absence.
  - e. Date of filing.
  - f. Years of service in the Westwood Heights School District.
14. Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of leave.
15. A sabbatical leave, once granted, may not be terminated before the date of expiration of the leave, unless authorized by the Board upon request of the employee on leave and with the recommendation of the Superintendent.
16. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.
  - a. A Sabbatical Leave Committee shall be established to:
    - i. Review and evaluate applications
    - ii. Recommend candidates to the Superintendent based on considerations as outlined in this article.
  - b. The Committee shall consist of:
    - i. One teacher from each level, Elementary, Junior High, and Senior High, to be appointed by the Association.
    - ii. One Elementary Principal and one Secondary Principal, to be appointed by the Superintendent.
    - iii. The Assistant Superintendent, or his designee, shall serve as Chairperson and secretary of the committee.
  - c. The committee shall recommend no more than three (3) candidates for any single leave. All applications may be rejected if not deemed acceptable.
  - d. All actions of the committee shall be passed by a minimum of four (4) votes.
  - e. The committee shall report their recommendations to the Superintendent within three (3) weeks following the application deadline.
  - f. The Superintendent shall make his recommendation to the Board after giving due consideration to the recommendations of the committee.

## **LEAVES WITHOUT PAY**

- A. Any teacher whose personal illness extends beyond the period of his/her accumulated sick leave days shall, upon application to the Board of Education, be granted a leave of absence without pay

for up to one (1) year. Upon written request of the employee's doctor, the leave shall be extended for a second (2nd) year. Should the period of leave end midway through the school year, the leave will be extended until the beginning of the next school year. Additional time may be granted at the discretion of the Board of Education. Upon returning from such leave of absence within the same contract year, the teacher will be assigned to the same position. If the teacher intends to return the following school year, the teacher must notify the Superintendent in writing prior to April 1st. If the teacher does this, then he/she shall be assigned to a similar position if available.

- B. Any teacher who expects to add a child to the teacher's family may apply for "child care leave". If the teacher is granted "child care leave", such leave shall be for up to one (1) year, and such leave shall be without pay or fringe benefits of any kind. The teacher must notify the Board one hundred twenty (120) days prior to the expected date on which the leave is to begin. The actual day when the leave begins may vary from the original date requested. When the teacher returns, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which s/he is qualified.
- C. Teachers who are officers of the State or Regional Association or are appointed to its staff may upon proper application be given a leave of absence without pay for the purpose of performing duties for the Association. Leave shall be granted for no less than one (1) year with no maximum as to duration. Teachers given leaves of absence without pay shall receive no credit toward annual salary increment on the appropriate schedule, unless the Board of Education and the Association mutually agree otherwise. Leaves of absence under this section must be approved in advance by the Board of Education prior to May 1st. When the teacher returns, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which s/he is qualified.
- D. Military leaves shall be granted to any teacher in the Westwood Heights School System and/or spouse who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. These leaves shall terminate three (3) months after an honorable discharge unless extended for graduate school enrollment. Teachers on military leave shall be given the benefit of any increments and cumulative sick leave allowance which would have been credited to them had they remained in active service to the school system. Such teachers must present an honorable discharge to the Board upon return to the system. When the teacher returns the teacher will be assigned to his/her original position or one of equal level for which s/he may be qualified. The Association recognizes that this may mean the release of a teacher with less service in the district.
- E. Family and Medical Leave Act of 1993

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

Leaves under The Family and Medical Leave Act include:

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

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

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

- F. A tenure teacher may be granted a leave of absence without pay to campaign for or to serve in a public office for one (1) year. If elected, the leave will be extended for the term in such office. When the teacher returns, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which that teacher is qualified.
- G. The Board may grant a leave of absence without pay for up to three years to a teacher for any purpose mutually agreed upon between the Board and said teacher. Upon return, the teacher will be assigned to the same or similar position if available. If no position is available, the teacher is entitled to the next available position for which that teacher is qualified.
- H. The leaves mentioned in Section II, paragraphs C, E, and F must begin at the end of the current school year, and the teacher expecting to return to the Westwood Heights School District must notify the Board of his/her intent no later than April 1st of the school year during which they are on leave.
- I. No benefits of any kind shall be paid to or for any teacher on any leave unless specified in the leave provision.
- J. The Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association. The Association shall notify the Board at least five (5) school days in advance of the date requested. Under this provision, no more than three (3) teachers shall be granted leave on the same day.
- K. Teachers will maintain accumulated sick leave days for the length of an approved leave of absence. However, if the teacher does not return when a position is offered and when the approved leave expires, then said teacher will lose all accrued sick leave days.



## ARTICLE XI: FRINGE BENEFITS

- A. If an employee covered by this Agreement leaves the school system for any reason before the end of the school year, his/her insurance will terminate on the last day of the month in which his employment terminated. If a teacher's employment is terminated by himself or herself or the Board at the end of the school year, the Board shall continue in force all applicable insurance benefits provided by this Agreement until the end of August following the end of the school year in which employment is terminated.
- B. See Attachment B for Quotes. [15-16]
- C. Language View (same coverage as in the attachment A quote view above)

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

1. Health

During the open enrollment period each year, or upon being hired, bargaining unit members may select one of the following options:

PAK A will receive MESSA Choices II traditional health insurance with a \$200/\$400 deductible, or

PAK C will receive MESSA Choices II ABC high deductible plan with a \$1300/\$2600 deductible and an HSA account. [15-16]

2. HSA Advance Option

Bargaining unit members choosing PAK C (MESSA ABC high deductible plan) will be issued an HSA debit card. Members may choose to have their HSA debit card front loaded by the district as part of an overall insurance compensation package. For those members, the district will issue debit cards front loaded with the full deductible funds on or before January 1 each year. It is understood that the district will not pay over the PA 152 Hard Cap amount. Any contribution to the HSA in excess of the cap limits will be reimbursed, by the employee, via deductions from the employee's bi-weekly pay, pro-rated over the course of the applicable pay periods. [15-16]

3. Vision

Bargaining unit members will receive VSP-3 Plus P vision insurance (formerly VSP 3 Plus Platinum). [15-16]

4. Life

An additional twenty-five thousand dollars (\$25,000) life insurance and accidental death and dismemberment will be provided to those teachers taking health insurance (PAK A and PAK C) and thirty thousand dollars (\$30,000) life insurance and accidental death and dismemberment to those teachers not taking health insurance (PAK B).

5. Dental

All teachers will receive Delta Dental Insurance. Class I benefits will be 100%, Class II and III benefits will be 80% with a maximum of \$2,000 per person per year. Class IV benefits will be

80% with a lifetime maximum of \$1,000 per person. Also included is a 2 cleanings rider. Teachers whose spouses also receive dental insurance will have their benefits coordinated. Delta Dental will coordinate internally and externally with plans that agree to coordinate with Delta Dental. [15-16]

6. LTD

The Board will provide LTD Insurance for all full-time teachers under age seventy (70) who are working at least thirty (30) hour per week. Benefits shall begin upon expiration of ninety (90) calendar days or accumulated sick leave whichever is greater. Sixty-six and two-thirds percent (66 2/3%) of the monthly contractual salary will be payable up to a maximum benefit of four thousand five hundred dollars (\$4,500) per month [15-16]. The total combined amount of benefits under this plan and benefits payable as a result of disability or retirement provisions of governmental and employer sponsored plans may not exceed sixty-six and two-thirds per cent (66 2/3%) of an insured monthly contractual salary. If a disability occurs at age sixty (60) or before, benefits will cease at age Sixty-five (65). If disability occurs after age sixty (60), benefits will cease five years after disablement or at age seventy (70). Alcoholism, drug addiction and mental illness will be treated as any other illness. The Board will pay health insurance premiums for up to twelve months, if a teacher qualifies for LTD.

- D. Part-time bargaining unit members shall choose PAK A or PAK C prorated at the same ratio of his/her employment or PAK B. Any employee choosing PAK A or PAK C would be responsible for the portion of PAK A or PAK C not compensated by the district. (09-10)
- E. For those bargaining unit members who select not to be covered by the Board paid health insurance and instead enroll in PAK B, in lieu of health benefits, the Westwood Heights Board of Education shall contribute directly into each individual teachers' 403(b) plan through MEA Financial Services the amount of \$200 per month (05-06) for a full-time teacher and \$100 per month for a part-time teacher. (09/10)

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

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

- F. Commencing April 1, 1995 the Board is not obligated to bargain who is or who will be the policyholder pursuant to P.A. 112 of 1994. However if P.A. 112 is repealed, changed or found unconstitutional, this language is null and void. Notwithstanding the above, it is understood by the parties that MESSA and the level and types of benefits will remain for the duration of the contract. [94-95]
- G. MEA Financial Services will be the "third party" administrator for the Local 10/WHEA. [09-10]

## **ARTICLE XII: MENTOR TEACHER**

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

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

- C. A Mentor Teacher shall be assigned in accordance with the following:
  - 1. The Mentor Teacher shall have tenure if a member of the bargaining unit.
  - 2. Mentor Teachers will be chosen by the administration with the teacher's option to decline.
  - 3. The District shall notify the Association of those members requiring a mentor assignment within two (2) weeks of employment.
  - 4. The Administration shall notify the Association when a Mentor Teacher is matched with a teacher (Mentee).
  - 5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
  - 6. A Mentee shall only be assigned to one (1) Mentor Teacher at a time. A Mentor Teacher shall only be assigned to one (1) Mentee at a time.
    - a. A mentor teacher can be assigned to more than one mentee if other tenured teachers in the building are not available. [01-02]
    - b. Any arrangement other than one tenure mentor assigned to one mentee during the school year will be mutually agreed upon by the WHEA and building administration.[01-02]
  - 7. The Mentor Teacher assignment shall be for (1) one year subject to review by the Mentor Teacher and Mentee after (2) two months. The appointment may be renewed in succeeding years by the Administration.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee.
- E. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

F. Mentees shall be provided with a minimum of fifteen (15) days of professional development. This time shall be scheduled within the parameters of the regular workday and work year.

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

## **ARTICLE XIII: PROTECTION OF TEACHERS**

A. Primary classroom discipline is the responsibility of the teacher. The Board, however, recognizes its responsibility to give assistance in those cases where help outside the teacher's realm of training is needed. Whenever it appears the pupil needs the aid of specialized personnel, the Board will take reasonable steps to provide such help.

### **ASSAULT OF TEACHERS**

#### **1. Reporting and Investigation**

Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor. The District shall promptly investigate the incident and make a full written report to the Superintendent within 2 days of the date the incident is initially reported by the employee. The report shall be provided to the Association and the impacted employee(s) at the same time it is provided to the Superintendent.

#### **2. Law Enforcement Notification**

If requested by the school employee, the District shall promptly notify local law enforcement officials of any alleged assault by a student against a school employee and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment or disability.

#### **3. Legal Counsel**

The Board shall provide legal counsel, at no expense to the employee, to advise the employee of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities. The Board agrees that in the event legal counsel is provided to the employee for purposes of this paragraph, a confidential attorney-client relationship exists solely between the attorney and the employee. The employee shall also have the right to consult with the Association or independent legal counsel at the employee's expense. Such consultations shall be provided with up to 3 days of leave not chargeable to the school employee. Additional days may be granted on a per case basis.

#### **4. Right to Association Representation**

The investigatory interview with the employee shall not occur until the WHEA Leadership has been contacted and can attend the meeting to provide representation. The employee may not waive this right to representation nor can the District choose the representative for the employee. If this provision is violated, any statements made by the employee during the investigatory meeting shall be excluded as evidence in any subsequent hearing if the employee is disciplined based on the altercation with the student.

## 5. Removal of Students

Any general education student in any grade level accused of assaulting a school employee shall be removed from the classroom setting pending investigation and disposition of the allegation.

Any special education student accused of an assault that inflicts “serious bodily harm” upon a school employee shall be immediately removed to an interim alternative educational setting for the maximum extent permitted by law (*i.e.*, currently 45 school days) regardless of the outcome of the manifestation determination review. For purposes of this section, the employee’s statement shall be given substantial weight and deference.

Any special education student accused of an assault that inflicts less than serious bodily injury upon a school employee shall be immediately removed to an interim alternative educational setting for the maximum extent permitted by law (*i.e.*, currently 10 school days) regardless of the outcome of the manifestation determination review.

## 6. Appeal of District’s Determination of Whether an “Assault” Occurred

If the District determines that a student’s actions did not constitute an “assault” for purposes of discipline under the student code of conduct and/or applicable provisions of the Revised School Code, the District’s decision may be grieved. If an arbitrator determines that the student’s conduct did constitute assault, the District shall be bound by that decision and shall immediately comply with the applicable provisions of the student code of conduct or applicable provisions of the Revised School Code. If the grievance is granted entirely, or in part, the District shall be responsible for the arbitrator’s entire fee. At the Association’s option, the hearing may be an expedited hearing pursuant to the Rules of the American Arbitration Association. The specific reference to this section being grievable shall not limit the grievability of any other provision in this contract that does not contain such language nor shall the District be permitted to assert or rely on any such argument in any arbitration proceeding.

## 7. Reinstatement/Return of Student to Classroom

If a student who is permanently expelled for assaulting a school employee (either pursuant to RSC [grade 6 or above] or student code of conduct [any grade]) petitions for reinstatement, the district shall notify the Association and the impacted employee within 5 days of the request for reinstatement. The impacted employee or their designated proxy shall have the right to be a member of the review committee for purposes of reinstatement.

A student who is permanently expelled for assault and subsequently reinstated shall not be placed back in the employee’s classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented. If the student is placed in another employee’s classroom, the new employee will be notified of the prior permanent expulsion and subsequent reinstatement at least 3 days prior to the placement.

In the event a student is disciplined less than permanent expulsion for assaulting a school employee, the student shall not be returned to the employee’s classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented. In the event the student is placed in another teacher’s classroom, the new teacher shall be provided with written notice of the prior incident at least 3 days prior to the placement.

In the event an assault by a special education student is found to be a manifestation of their disability, the student shall not be returned to the employee's classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented.

All of the above provisions apply regardless of whether the student is a special education student and the employee is the only person that meets the requirements of the Student's IEP and/or class schedule. The District agrees that if the victimized employee exercises his/her rights under any of the above provisions, the District shall not argue, rely on, or assert in any forum whatsoever that the employee has abandoned his/her job, was insubordinate for purposes of discipline, or is not ready, willing and available for purposes of a demotion claim under the Teachers' Tenure Act. The teacher shall not lose any compensation or fringe benefits based on the effect or impact of his/her exercise of this provision. In the event the student is placed in another teacher's classroom, the new teacher shall be provided with written notice of the prior incident at least (insert days) prior to the placement.

#### 8. Manifestation Found – Protection of School Employees

In the event a student's assaultive behavior is found to be a manifestation of their disability (i.e., one incident of assault causing serious bodily harm or 2 or more instances of plain assault), the District shall request in writing that the student's parent or guardian agree to unlimited removal of the student to an interim alternative educational setting for any future assault allegation.

If the parent or guardian of a student refuses to consent to the future unlimited removal as outlined above, and the same student is subsequently accused of assault (regardless of the type), the District shall immediately request an expedited due process hearing through the Department of Education to have the student's placement changed. In the event the type of assault triggering the due process request results in serious bodily injury to a school employee, the District shall simultaneously direct its attorneys to file for injunctive relief in a court of competent jurisdiction to ensure the safety of students and staff pending the hearing officer's decision.

#### 9. Compensation

Any school employee who is absent because of an injury suffered from an alleged assault as a result of employment-related activity shall receive from the Board the difference between the employee's weekly income and the amounts to which the employee is entitled under provisions of Worker's Compensation laws for a period up to 3 work weeks. Beyond 3 work weeks, such payments will be charged against compensable leave on a pro-rated basis computed on the relationship of the differential pay to the employee's regular weekly pay until the compensable leave is exhausted.

#### 10. Leave of Absence

Any school employee that is injured by an act of assault suffered in the course of their employment shall be entitled to a one-year leave of absence upon the request of the employee. This leave is in addition to any other leave provided under this agreement and will serve to extend the employee's total permissible leave.

- C. If a teacher, acting within the written policies, rules and regulations of the Board is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher is found innocent of the charges brought against him/her.
- E. The Board will reimburse teachers up to a maximum of three hundred dollars (\$300) for any loss, damage or destruction of clothing or personal property of the teacher while on duty. However, the direct cause of loss must be shown by the teacher, and he/she must be innocent of any contributory negligence. The teacher bears the burden of proof.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.



## ARTICLE XIV: NEGOTIATION PROCEDURES

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

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

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

## **ARTICLE XV: PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE**

- A. Any dispute which may arise between a teacher(s) or the Association and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided in this Article. Any other dispute between the parties shall not constitute a grievance. A grievance claim must be filed by a teacher, group of teachers, or the Association in writing within twenty (20) school days after the occurrence of the event giving rise to the grievance; failure to file within twenty (20) school days shall constitute a waiver of the grievance claim. No complaint which alleges a statutory unfair labor practice (under the Michigan Employment Relations Act) or a statutory unfair employment practice (under the federal or state civil rights acts) or any other right or remedy which arises pursuant to statute, federal or state constitution or government regulation, may be filed or processed as a grievance under this Agreement. Such matters should be resolved by the agencies and courts of competent jurisdiction designated by law to deal with such issues. Any teacher who has been disciplined or dismissed and who is entitled to file a complaint under the Michigan Teacher Tenure Act may elect instead to process the same complaint under the contract grievance procedure. However, once a teacher elects to process such a complaint under the Teacher Tenure Act, then the teacher shall be barred from processing the same matter as a grievance under this Agreement. The Board hereby designates as its representative for such purpose the Principal in each school building or the Superintendent of Schools when the particular grievance arises in more than one (1) building.
- B. Within five (5) working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers shall be present at a meeting to resolve such grievance unless excused by mutual consent. If the meeting is with the School Principal and the parties cannot agree, the grievance shall be transmitted to the Superintendent within five (5) working days, who shall have five (5) working days thereafter to approve by the Superintendent, the grievance shall be transmitted to the Secretary of the Board within five (5) working days, with a statement of reasons for disapproval.
- C. Within fifteen (15) calendar days and/or the next regularly scheduled Board meeting from receipt of the grievance, the Board shall pass upon the grievance unless otherwise agreed upon differently by both parties. The Board may hold a hearing thereon, may designate one (1) or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) calendar days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by both parties within ten (10) working days after receiving the Board's decision. If the parties cannot agree as to the arbitrator, he/she shall be elected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Professional Grievance Procedure), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test

of arbitrability, he shall refer the case back to the parties without a recommendation of the merits. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator shall have no power to substitute his discretion for the Board's discretion in cases where the Board has acted pursuant to Article XIX. Both parties agree to be bound by the decision of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction.

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

## ARTICLE XVI: SCHOOL IMPROVEMENT

- A. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA. No portion of this provision may be read to contradict PA 102 and PA 103 with respect to the districts exclusive rights to control matters of hiring, termination, layoff, recall, evaluation, placement, discipline, promotion and retention of individuals whose employment position falls within the Teacher Tenure Act.
- B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit member must be by mutual agreement of the Board and the Association prior to being implemented.
- D. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. A Building Leadership Team (BLT) is the group through which individuals who are responsible for the implementation of a decision at the building level are effectively involved in making that decision. To that end, the parties agree as follows:
1. A SIP/BLT plan shall have no authority to modify in any manner the collective bargaining agreement between the Board and the Association. The following issues will be considered within the scope of authority of a SIP/BLT plan, per definitions contained in the Characteristics of Effective Schools:
    - Safe and Orderly Environment
    - Climate of High Expectations
    - Clear and Focused Mission
    - Instructional Leadership
    - Opportunity to Learn and Student Time-On-Task
    - Home-School Relations
    - Frequent Monitoring of Student Progress
  - a. Building Plans must be consistent with:
    - Board Policy
    - Master Agreement
    - District Mission Statement
    - Builder Focus Statement
  - b. Plans should incorporate one, two and three year goals with objectives for each year. Included should be considerations for instruction needs and building organization and operation.
  - c. Plans will need to include a budget.

2. Any participation in SIP/BLT whether in full or in part, shall be voluntary. Further, bargaining unit members will not be affected by such activities in a manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.
3. The Board will provide available and appropriate designated funding, based upon the buildings fourth Friday student count, for SIP/BLT activities and program development. This established amount will be allocated to the BLT. The BLT may redirect discretionary funds, with the approval of the Superintendent, so long as any changes remain cost neutral.

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

- a. One hour to be added to his/her personal time for each hour worked.
  - b. Pay equal to one hour of substitute pay. (In 1991-1992 \$11.00 per hour) for each hour worked. Middle and secondary school teachers will be paid at the substitute rate. Compensation for working on school improvement will be paid at the end of the school year.
4. Prior to the implementation of any SIP/BLT plan identified members of the bargaining unit will be provided training in minimally the following areas.
    - a. Overview of BLT/model programs and structures.
    - b. Decision making models.

The Board and the Association will mutually develop such training.

5. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee. Each SIP/BLT committee shall be composed of a majority of bargaining unit members who shall be elected by bargaining unit members in the building.
6. A SIP/BLT District Level Committee is herein established with the ratification of this agreement. The Association President or his/her designee will serve on the District Level Committee and appoint one member from each building to be a member of the District Level Committee as well as the Building Level Committee. The Board may appoint members of their choice so long as the bargaining unit members make up a majority of the committee.

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

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



## **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

- A. All new teachers to the school system will be required to have a complete physical examination and a TB test prior to granting their contract if the Board or the law deems necessary. At the option of the Board, for reasonable suspicion, physical and psychiatric examinations may be required at any time by the Board at the expense of the Board. The Board will submit a list of three (3) to five (5) doctors, and the teacher may select the one he or she chooses to see. [94-95]
- B. Copies of this Contract shall be printed at the expense of the Board and presented to all teachers.
- C. If any provision of this Contract or any application of the Contract to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Association and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Association therefore agrees not to honor, encourage or promote the actions of strikes, work stoppage or other refusals to perform work by teachers covered by this Contract.
- E. Each teacher shall supply the Superintendent's office with an up to date transcript of all completed academic work. All transcripts beyond the first (1st) copy of any work taken shall be at the Board's expense.
- F. A teacher's dress, appearance, and action should reflect the dignity of the profession and present a positive role model for students.
- G. The Association and individual teachers will honor Board policies and administrative regulations that are in accord with this Agreement. It is not the function of the Association or individual teachers to assume administrative responsibilities. Only those policies and directives issued in writing shall be subject to this section.
- H. The Association agrees to submit to the Board's representative annually by October 1st or as appointed a list in written form of the following positions:
  - 1. Building representatives;
  - 2. Officers;
  - 3. Various committees and members;
  - 4. Executive board members and officers;
  - 5. P.N. Team and chairperson;
  - 6. Regular meeting dates and times for the following groups:
    - a. W.H.E.A. general meetings and location;
    - b. Local building meetings and location;
    - c. Executive Board meetings and location.
- I. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

- J. Each teacher shall provide the office of Personnel service any changes relative to: name, address, telephone number and information on the person to be contacted in case of emergency.
- K. No teacher shall be required to act as an administrator in the absence of a building administrator.
- L. When any teacher's assignment, either as a regular course or as a temporary situation, shall make travel to a location other than his/her first daily station necessary; he/she shall be reimbursed for actual mileage at the rate of twenty-one (21) cents per mile.
- M. Teachers serving on Jury Duty must return to school each day, if they are released from Jury Duty by one (1:00) p.m.
- N. When a parent initiates a teacher contact, that teacher will, whenever possible, get back in contact with that parent within twenty-four (24) hours. However, only in an emergency situation will the teacher not get back with the parent by the end of the third conference period following the parental contact.
- O. The district will provide notice within two weeks to the Association of any contact, correspondence, or inquiry regarding an application to the district for authorization of a charter school, or when application is made, whichever comes first. [94-95]
- P. An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.
- Q. The school district will not document in an employee's personnel file any information as prohibited in Section 8 of Public Act 397, such as political activities, personal associations and other activities unrelated to the employment of the individual.
- R. Supervisory personnel shall not involve students in the recording and filing of district controlled teacher personnel files.



## **ARTICLE XVIII: BOARD RIGHTS**

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

## **ARTICLE XVIII: STAFFING**

- A. In the first week of January of each year, the Board shall present to the Association and the building representative a preliminary seniority list including majors, minors, certification and endorsements. Each member of the unit will initial or challenge their information. The list of challenge and agreements shall be presented to the Superintendent by January 30, along with verification of enrollment in a winter term course(s). A revised list will be published by February 15, which will reflect the eligible credits. The list will be posted in each building and a copy given to the Association. After March 15, the seniority list shall not be grievable until the establishing of the next seniority list.
1. The seniority list shall consist of two parts:
    - a. A list of all persons with seniority as defined above from the greatest to the least.
    - b. A group of lists by area of major/minor and certifications as set forth above.
  2. In the case of equal seniority, the position on the seniority list will be determined by applying the following criteria in the order below:
    - a. Total number of years teaching prior to seniority accrued in the Westwood Heights system.
    - b. Total number of equivalent semester graduate hours completed beyond the bachelor's degree by February 1 of the current school year.
    - c. Coin flip.
- B. All laid off teachers shall be placed on the substitute list according to seniority provided that a written request is made by the teacher.

## **ARTICLE XIX: SUBSTITUTE TEACHING**

When a substitute teacher is a member of the WHEA/Local 10 and it is known in advance that a substitute will be subbing for the same teacher for forty-five (45) consecutive school days or more, the substitute shall be paid at the base (first) step on the salary schedule starting on day one. Substitutes will be placed on the appropriate step on the salary schedule after ninety (90) consecutive work days in the same classroom or if they end one year and begin the next year in the same classroom.

## **ARTICLE XX: RETIREMENT**

- A. A retired teacher may elect to continue his/her insurance coverage as permitted by the carrier and by said teacher pre-paying the current monthly health insurance premium.
  
- B. All bargaining unit members who retire shall receive:
  - 1. A lump sum payout equal to forty dollars (\$40.00) per day for the first 100 days of unused accumulated sick leave and twenty dollars (\$20.00) per day for any additional unused sick days. (09-10)
  
  - 2. The following fully paid full family insurance coverage to age 65:
    - a. \$30,000 life insurance with AD&D
    - b. Vision I (or current level of coverage)
    - c. Dental Coverage, Plan E (80%, 80%, no ortho coverage)
  
- C. Up to 6 persons retiring with 30 years or more of service with Westwood Heights Schools (this may differ from their actual seniority years as calculated by the contract) shall receive a cash bonus according to the following scale upon actual retirement. Said bonus shall be paid in one check, no later than September 1<sup>st</sup> of the same year in which the person retires. NOTE: According to State law this bonus cannot be counted into their salary and will therefore not help raise the retirement payments from the state.

<u># of Retirees</u>	<u>Bonus Amount</u>
3	\$5000
4	\$4200
5	\$3500
6	\$3000

The teacher's intent to retire must be submitted to the superintendent no later than the end of the first semester of the school year in which he/she plans to retire. The final decision to retire must be made in writing to the Board of Education by March 1 of that school year.

## **ARTICLE XXI: CONTRACT MAINTENANCE COMMITTEE**

The Board of Education and the W.H.E.A. agree to establish a Contract Maintenance Committee.

**ARTICLE XXII: DURATION OF CONTRACT**

This Contract shall remain in effect from July 1, 2015 through June 30, 2018.

WESTWOOD HEIGHTS SCHOOLS  
BOARD OF EDUCATION

LOCAL 10/WESTWOOD HEIGHTS  
EDUCATION ASSOCIATION

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

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

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

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

\_\_\_\_\_  
Chairperson

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

## SCHEDULE A

- A. After the completion of twelve consecutive years as a Westwood Heights teacher, a bargaining unit member will be eligible for longevity. This will be 2 1/2% of the base salary and will increase an additional 2 1/2% every four years. This payment will take place at the beginning of the 13th, 17th, 21st, 25th and 29th years for a total of five longevity steps. Longevity to be paid in a lump sum in the pay check before Thanksgiving. (2009/10)
- B. A (BA+45) graduate semester hour shall be equivalent to a MA for salary, provided that the hours were earned after the BA degree. The 45 graduate semester hours shall be of mutual benefit to the worker and the school district. The graduate semester hours for the BA+45 are calculated differently than BA+15, MA+15 and MA+30.
- C. Pursuant to Public Act 244 of 1974, the Board shall pay effective February 28, 1977, on behalf of each teacher, the 5% employee's contribution to the Michigan Public School Employee's Retirement System.

## SALARY SCHEDULES

For the 2016-2017 school year, all members of the bargaining unit that did not receive a step increase will receive a one-time off schedule cost of living bonus. This bonus shall be calculated by using the U.S. Bureau of Labor Statistics CPI inflation calculator (located at: <http://data.bls.gov/cgi-bin/cpicalc.pl>).

The employee's base wage, plus longevity step, as of July 1, 2016 will be entered into the first calculator field. The years used to calculate the employee's bonus will be the two most recent years available per the inflation calculator. (For instance, if 2016 data is available, the buying power comparison will be calculated using the years 2015 and 2016. If only 2015 data is available, the buying power comparison will be calculated using the years 2014 and 2015.)

### Example:

**Employee base salary, plus longevity step, as of July 1, 2016 = \$70,000**

**Two most recent data years available to the Bureau of Labor Statistics as of July 1, 2016: years 2014 & 2015. This individual will receive a cost of living bonus of \$325.85. (See graphic, below)**

<http://data.bls.gov/cgi-bin/cpicalc.pl>

The image shows a screenshot of the "CPI Inflation Calculator" interface. At the top, there is a dark red header with the text "CPI Inflation Calculator" in white. Below the header, the calculator fields are displayed. The first field is labeled "\$" and contains the value "70,000.00". Below it is a dropdown menu labeled "in" with "2014" selected. The text "Has the same buying power as:" is centered below these fields. The second field is a yellow box containing the value "\$70,325.85". Below it is another dropdown menu labeled "in" with "2015" selected. At the bottom of the calculator area is a "Calculate" button. Below the calculator area, there is a light gray footer with the text "About this calculator" and "Mobile Browser? View full screen." in blue.

**For bargaining unit members hired prior to the 1998-99 School Year:**

For the 2015-16 school year, all bargaining unit members shall receive a 1% salary increase (as reflected on the salary schedule).

For the 2016-17 school year, there is no salary increase.

<b>Hired Prior to 1998-99 school year</b>					<b>+ 1% 2015-16</b>												
<b>Years of Teaching</b>					<b>+ 0% 2016-17</b>												
11	57,037	59,882	63,411	66,573	69,903												
<table border="1"> <tr> <td colspan="2"><b>Longevity</b></td> </tr> <tr> <td>On 13th yr.</td> <td>1,039</td> </tr> <tr> <td>On 17th yr.</td> <td>2,079</td> </tr> <tr> <td>on 21st yr.</td> <td>3,118</td> </tr> <tr> <td>on 25th yr.</td> <td>4,158</td> </tr> <tr> <td>on 29th yr.</td> <td>5,197</td> </tr> </table>						<b>Longevity</b>		On 13th yr.	1,039	On 17th yr.	2,079	on 21st yr.	3,118	on 25th yr.	4,158	on 29th yr.	5,197
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on 25th yr.	4,158																
on 29th yr.	5,197																

For the 2017-18 school year, all bargaining unit members receive a 1% salary increase (as reflected on the salary schedule).

<b>Hired Prior to 1998-99 school year</b>					<b>+ 1% 2017-18</b>												
<b>Years of Teaching</b>																	
11	57,608	60,481	64,045	67,239	70,602												
<table border="1"> <tr> <td colspan="2"><b>Longevity</b></td> </tr> <tr> <td>On 13th yr.</td> <td>1,050</td> </tr> <tr> <td>On 17th yr.</td> <td>2,100</td> </tr> <tr> <td>on 21st yr.</td> <td>3,150</td> </tr> <tr> <td>on 25th yr.</td> <td>4,199</td> </tr> <tr> <td>on 29th yr.</td> <td>5,249</td> </tr> </table>						<b>Longevity</b>		On 13th yr.	1,050	On 17th yr.	2,100	on 21st yr.	3,150	on 25th yr.	4,199	on 29th yr.	5,249
<b>Longevity</b>																	
On 13th yr.	1,050																
On 17th yr.	2,100																
on 21st yr.	3,150																
on 25th yr.	4,199																
on 29th yr.	5,249																

**For bargaining unit members hired after the 1998-99 school year:**

All members of the bargaining unit who experienced a prior step freeze shall have their steps restored up to a maximum of two steps.

For the 2015-16 school year all members of the bargaining unit shall advance one step and receive a 1% increase in pay (as reflected on the salary schedule).

For the 2016-17 school years all members of the bargaining unit shall advance one step without a salary increase.



Current year of teaching	BA	BA+15	BA+45 MA	MA+15	MA+30	Longevity	
						on 13th yr.	
1	35,914	37,708	39,598	41,577	43,656	on 13th yr.	898
2	37,708	39,598	41,577	43,656	46,055	on 17th yr.	1,796
3	39,598	41,577	43,656	46,055	48,130	on 21st yr.	2,694
4	41,577	43,656	46,055	48,130	50,539	on 25th yr.	3,591
5	43,656	46,055	48,130	50,539	53,062	on 29th yr.	4,489
6	46,055	48,130	50,539	53,062	56,248	<b>+ 1% 2015-16</b> <b>+ 0% 2016-17</b>	
7	48,130	50,539	53,062	56,248	59,622		
8	50,539	53,062	56,248	59,622	63,204		
9	53,062	56,248	59,622	63,204	66,361		
10	57,037	59,882	63,411	66,572	69,903		

For the 2017-18 school year all members of the bargaining unit shall advance one step and receive a 1% increase in pay (as reflected on the salary schedule).

Current year of teaching	BA	BA+15	BA+45 & MA	MA+15	MA+30	Longevity	
						on 13th yr.	
1	36,273	38,085	39,994	41,993	44,093	on 13th yr.	907
2	38,085	39,994	41,993	44,093	46,515	on 17th yr.	1,814
3	39,994	41,993	44,093	46,515	48,611	on 21st yr.	2,720
4	41,993	44,093	46,515	48,611	51,044	on 25th yr.	3,627
5	44,093	46,515	48,611	51,044	53,592	on 29th yr.	4,534
6	46,515	48,611	51,044	53,592	56,810	<b>+ 1% 2017-18</b>	
7	48,611	51,044	53,592	56,810	60,218		
8	51,044	53,592	56,810	60,218	63,836		
9	53,592	56,810	60,218	63,836	67,025		
10	57,608	60,481	64,045	67,238	70,602		

**SCHEDULE B**  
**EXTRA DUTY**  
Updated for 2015-2018

	<b>Duty:</b>	<b>Percent of Salary Schedule Base:</b>		
		<b>1-2</b>	<b>3-4</b>	<b>5-6</b>
1	Varsity Football	11.5	12.5	13.5
2.	Assistant Varsity Football	7.5	8.5	9.5
3.	Head Junior Varsity Football	7.5	8.5	9.5
4.	7 <sup>th</sup> -8 <sup>th</sup> Grade Football	5.0	6.0	7.0
5.	7 <sup>th</sup> -8 <sup>th</sup> Grade Football Assistant	5.0	6.0	7.0
6.	Varsity Basketball	11.5	12.5	13.5
7.	Assistant Varsity Basketball	7.5	8.5	9.5
8.	Junior Varsity Basketball	7.5	8.5	9.5
9.	9th Grade Basketball	5.5	6.5	7.5
10.	8th Grade Basketball	5.0	6.0	7.0
11.	7th Grade Basketball	5.0	6.0	7.0
12.	Varsity Baseball	9.0	10.0	11.0
13.	Junior Varsity Baseball	6.5	7.5	8.5
14.	7 <sup>th</sup> - 8 <sup>th</sup> Grade Baseball	4.5	5.5	6.5
15.	Varsity Softball	9	10	11
16.	Junior High Softball	4.25	5.25	6.25
17.	Varsity Track	9.0	10.0	11.0
18.	Junior High Track	5.5	6.5	7.5
19.	Varsity Wrestling	9.0	10.0	11.0
20	Junior High Wrestling	5.0	6.0	7.0
21.	Golf	5.0	6.0	7.0
22.	Cross Country	5.0	6.0	7.0
23.	Volleyball	9.0	10.0	11.0
24.	Assistant Varsity Volleyball	5.0	6.0	7.0
25.	Junior Varsity Volleyball	6.0	7.0	8.0
26.	Junior High Volleyball	4.5	5.5	6.5
27.	Head Cheerleading Coach	9.0	10.0	11.0
28.	Assistant Cheerleading Coach*	7.50	8.50	9.50
29.	9th Grade Cheerleading	5.5	6.5	7.5
30.	Junior High Cheerleading	5.5	6.5	7.5
31.	Tennis	5.0	6.0	7.0
32.	High School Intramurals	Same as substitute teaching pay per hour		

33.	Junior High Intramurals	Same as substitute teaching pay per hour		
34.	Elementary Intramurals	Same as substitute teaching pay per hour		
35.	Talon	4.75		
36.	Musical Play	6.5	7.5	8.5
37.	Musical Play Assistant	3.25	4.25	5.25
38.	Instrumental Music	8.5		
39.	Faculty Athletic Coordinator (See Job Description at bottom of Listing)	One hour extra teaching pay		
40.	High School Librarian	2 extra weeks' pay		
41.	Marching Band Director	1 extra week's pay		
42.	High School Guidance Counselor	4 extra weeks' pay		
43.	Junior High Guidance Director	1 extra week's pay		
44.	Quiz Bowl – High School	5.25		
45.	Quiz Bowl – Middle School	5.25		
46.	Book Bowl	3.0		
47.	National Honor Society	2.75		
48.	Key Club	2.75		
49.	Class Sponsors (Aug. 2007)			
	12th - One Sponsor	3.0		
	11th - Two Sponsors	3.0		
	10th - One Sponsor	3.0		
	9th - One Sponsor	3.0		
50.	Elementary Grade Sponsors/Chairperson (See Job Description Below)(Aug. 2007)	3.0		
51.	Mentor Teacher (1994-1995)			
	Bargaining unit members who voluntarily mentor will be paid per mentee:			
	1. First year probationary (mentee) teacher	\$300		
	2. Second year probationary (mentee) teacher	\$200		
	3. Third year probationary (mentee) teacher	\$100		

**\*The position of Assistant Cheerleading Coach will be a paid position only in situations where there is a junior varsity football/basketball athletics team formed and playing in that given season to provide cheer support for.**

**Athletic Coordinator Position Job Description:**

1. **Supervision** – Home athletic contests, obtain workers for games, timers, scorers, ticket takers, security, lines people, announcers, greet officials, game balls.
2. **Set-Up for Games** – Tables, chairs, clocks, bases, signs, nets, game equipment, chains
- Money** – Pay officials, prepare cashboxes, count and deposit gate receipts, game financial records, seasonal financial records.

3. **Pay Bills** – Order equipment, arrange for equipment repair, obtain bids, order athletic supplies.
4. **Facilities Check** – Fields, floors, bleachers, press box, ticket booths.
5. **Weather** – Re-scheduling, canceling, postponing.
6. **Scheduling** – Prepare on-league schedules, correct conflicts, confirm officials, draw-up league girls basketball schedule (varsity, JV, middle school.) **Attendance Athletic Meetings** – League, county, state
7. **Host All-Conference Meetings** – State tournaments
8. **Work with Custodians** – Field prep (ball fields), floor maintenance, parking lot, lining fields, bleachers, repairing, game dates.
9. **Security** – Schedule for home and tournament, pay security.
10. **Banquet** – Prepare awards, keep file on athletic awards
11. **Athletic Pictures** – Schedule seasonally, photographers, teams

### **Elementary Class Sponsors/Chairperson Job Description**

Elementary Grade Sponsors/Chairperson – 3.00

Pre-K-8<sup>th</sup> 1 per grade

**\*If number of class sections exceeds 4 in grades K-6 a second Sponsor/Chairperson will be added to that grade and the rate of pay for both will be 2.50 percent of base. (Aug. 2007)**

An additional 1.0 will be paid to grade level sponsors who plan an extensive grade level trip.

- A. Such trips will be pre-approved by the Administration and the WHEA.
- B. Such trips will be included in the grade level sponsorship job description before the sponsor accepts the position.

### **Grade Sponsors Job Descriptions:**

Grades Pre-K through 6:

Choose one activity from each of the following areas:

1. Subject Area Coordinator (Textbook adoption, etc.)
2. Outside Initiative (ex: School to Work, Career Preparation Systems) or Community Outreach Program (ex: Ice Cream Social, Fun Fair, Walkthrough, Graduation, etc.) (Aug. 2007)
3. Grade Level Team Leader (mentor teachers new to grade, textbook ordering for entire grade, etc.)
4. Grade level standardized test coordinator (Aug. 2007)

Grades 7 and 8:

1. Standardized test coordinator (Aug. 2007)
2. Organize a fundraiser.
3. Organize a dance and/or class activity
4. Coordinate with Student Council Advisor (Assistant Principal) in the following areas:

- a. School spirit.
- b. Robert Rules of Order
- c. Philanthropy/community service activity.
- d. Monthly class council meetings.
- e. Meaningful discussion on change in the Hamady way of life and recommend those changes through the Student Council. (Aug. 2007)

All Grade Sponsor/Chairpersons, Class Sponsors and Department Heads will fill out an Activity Sheet (Appendix B) and turn it in to their building administrator quarterly. They will also have detailed notes available upon request. (Aug. 2007)

The positions will be chosen using the following criteria:

1. The sponsors must teach in the grade they have applied for
2. Once chosen, sponsors will hold the position until they choose not to or until administration deems it necessary to reopen the position due to poor job performance.
3. At the beginning of the 2007-2008 school year or in case of a future opening, (Aug. 2007) the candidate(s) who taught in that grade in which they've applied the longest will be chosen first.
4. In case of a tie, the candidate(s) who have taught the longest in the Westwood Heights School District will receive the position.
5. In the event that no one from a grade applies for the position, the position may be filled by a teacher from another grade or a non-regular education teacher.

No teacher assigned to the same position during the term of this Contract that they had during the 1999-2000 school year on this schedule shall receive less pay for that position during the term of this Contract than the teacher received during the 1999-2000 school year.

Sports not currently being offered can be added at any time. Compensation shall follow the same formula used in Schedule B.

Extra week's pay calculated under Schedule B, lines 44-47, will be determined by dividing the person's annual base salary by the required teacher workdays and multiplying this by the extra days worked.

The amount of weeks worked under schedule B, lines 44-47, will be determined by the Board of Education based upon the needs of the School District.

Bargaining unit members shall be paid for detention supervision, homework room, and after school supervision at the same rate as for hourly substituting. Each building through a meeting with an Association Representative and the Building Administrator will identify at the beginning of the school year additional teacher sponsored after school activities that merit this pay. Activities could also be added during the school year. A form will be developed to report hours worked.

Bargaining unit members who act as sponsors of other such organizations, as agreed upon by the Administration and the Association, shall be paid at the rate of 2.5% of base salary.

Bargaining unit members who are employed by Westwood Heights Schools during the summer in activities such as driver education, at risk summer programs, computer lab updates etc. shall be compensated equally on a per hour basis. This amount will be determined before the beginning of each summer by

representatives of the Board and WHEA. The amount for the summer of 1999 is \$20.00. These representatives may also designate other summer activities that will likewise be compensated.

Extra Duty pay to be paid in a lump sum in the last pay check of the school year. (2009/10)

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

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

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

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

Bargaining unit members who act as sponsors of other such organizations as agreed upon by the Administration and the Association shall be paid at the rate of 2.5% of base salary.

Teachers choosing to work Athletic contests will have the choice of **either**: one half hour of sick time for every hour worked **or** \$10.00 per hour worked. Positions eligible for this compensation are: Score keeper (clock), Bookkeeper, or ticket sales. It is understood that at any time an acceptable volunteer is available the volunteer will be used rather than the paid position.

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  - a. School spirit.
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  - f. (Aug. 2007)

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

Bargaining unit members who are employed by Westwood Heights Schools during the summer in activities such as driver education, at risk summer programs, computer lab updates etc. shall be compensated equally on a per hour basis. This amount will be determined before the beginning of each summer by representatives of the Board and WHEA. The amount for the summer of 1999 is \$20.00. These representatives may also designate other summer activities that will likewise be compensated.

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

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

## APPENDIX A

[94-95]

### INDIVIDUALIZED DEVELOPMENT PLAN (IDP) FOR PROBATIONARY TEACHER

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

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

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

PRINCIPAL \_\_\_\_\_

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

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

#### SUBJECT MATTER CONTENT

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

#### MANAGEMENT

1. Organizes classroom routine in efficient manner.
2. Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
3. Devotes most of time to teaching and learning activities.
4. Keeps classroom and equipment in good condition.
5. Reports maintenance needs promptly.
6. Guides students to share responsibility for care of furnishings and equipment.
7. Promotes a friendly atmosphere conducive to learning.
8. Makes building and classroom rules known to students.

9. Handles student discipline according to building and district policy. - Deals with students in fair and consistent manner.

## RELATIONSHIPS

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

# APPENDIX B

## Activity Sheet

Activity \_\_\_\_\_

Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____

Activity \_\_\_\_\_

Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____

Activity \_\_\_\_\_

Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____

Activity \_\_\_\_\_

Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
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Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____
Date(s)	Time Spent	On	_____

Please have detailed notes available upon request.

**Appendix “Y”**  
**PAYROLL RESOLUTION**

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

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

1. Redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or
2. Purchase permissive service credit.

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

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

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

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

Approved by the Governing Board (school board)

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

Secretary of the Governing Board (school board)

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

[98-99]

## Appendix "Z"

### Election of Retirement and Universal Service Credit benefits under Article ADDITIONAL RETIREMENT CONTRIBUTIONS: PAYROLL AUTHORIZATION

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

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

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

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

*(today's date)*

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

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

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

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

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

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

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

# Letter of Agreement re: Employees not within the Teacher Tenure Act

Letter of Agreement  
between the  
Westwood Heights Board of Education  
and the  
Westwood Heights Education Association

The following provisions in Attachment A were removed from prior Master Agreement's because they concern "prohibited subjects of bargaining" under Section 15 of the Public Employment Relations Act regarding employees whose employment is regulated by the Teachers' Tenure Act.

The provisions in Attachment A shall remain enforceable only in regard to bargaining unit employees whose employment is not regulated by the Teachers' Tenure Act. Articles which were removed in their entirety have been given new article numbers.

This Letter of Agreement shall be effective upon ratification by both the Board and the Association.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Dated

# ATTACHMENT A

## ARTICLE V TEACHING LOADS AND ASSIGNMENTS

- A. The normal teaching load in the middle and high schools will be twenty-five (25) or thirty (30) teaching periods and five (5) preparation periods weekly. No departure from these norms, except in case of "emergency" or curriculum schedule changes, shall be authorized without prior consultations with the Association. In the event of any disagreement between the representative of the Board and the Association as to what constitutes an emergency, the matter may be processed through the professional grievance negotiation procedure here under set forth.
- B. Tentative teaching assignments for the coming school year shall be distributed to all teachers thirty (30) calendar days prior to the end of the current school year. Change in teaching assignments shall be based collectively on teacher certification; teacher preference sheets; teacher seniority and experience; and relevant teacher evaluations.
- C. Teachers who will be affected by a change in grade, subject and/or building assignments shall be notified by their building principals as soon as possible. When such changes are made, they will be made with explanation in a meeting open to the administration, WHEA and involved teacher(s).
- D. Article V, B shall not be allowed to negatively affect others relative to layoffs (see Article XXIII). [05-06]
- E. Vacancies and/or newly created WHEA positions shall be filled based collectively on teacher certification; teacher preference sheets; the posting response; teacher seniority and experience; and relevant teacher evaluations.
- F. Article V, C shall not be allowed to negatively affect others relative to layoffs (see Article XXIII). [05-06]
- G. There will be no reassigning of a first time probationary teacher to a different assignment unless the teacher requests/agrees to such a change or it is the result of a change which becomes necessary to fulfill the requirements laid out in the Staffing and Reduction of Staff Article (XXIII). This shall not be allowed to negatively affect others relative to layoffs (see Article XXIII). [05-06]
- H. Teacher salary for an extra class assignment for the year shall be equal to one sixth (1/6<sup>th</sup>) when twenty-five periods and one-seventh (1/7<sup>th</sup>) when thirty periods of that teacher's normal salary or one fifth (1/5<sup>th</sup>) when 25 periods or 1/6<sup>th</sup> when 30 periods of the current base salary (zero experience), whichever is larger.
- I. Emergency Substitute Teacher Plan

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

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



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

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

*The rotating sub list is as follows:*

1. Title 1/Reading Recovery Teacher
  2. Music Teacher
  3. Gym Teacher
  4. Any other “specials” teacher (Computer, Art, etc.)
  5. Preschool Teachers (on their day without students)
  6. Assistant Principal
- (Aug. 2007)

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

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

Special Education Classes – If an emergency situation occurs for an inclusion or self-contained classroom, the remaining teacher(s) are given the option of using the emergency rotation or absorbing the missing teacher’s duties with compensation.

Compensation – whenever a teacher substitutes on their prep period, s/he may

- a. Choose to be reimbursed at established per hour sub rate or \$15/hour whichever is higher.
- b. have one hour added to his/her personal sick days,
- c. Have one hour added to his/her personal time.

1. For each six (6) hours added to personal time, the teacher may take one day of personal leave.
2. Any teacher, who can substantiate medical reasons for exclusion from the emergency rotation, will be excused from such duties.

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

3. No teacher with less than two (2) years experience shall teach an extra duty period except in an extreme emergency and after all possibilities within the experienced staff have been exhausted.
4. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate in accordance with the State Certification Code.
5. The teachers recognize that their responsibility for supervision of pupils includes the classroom, halls, lavatories and other school facilities on the school premises. A teacher observing or being informed of poor pupil conduct will promptly take what he/she feels to be effective corrective measures and/or inform the proper administrative personnel. This section refers to school sponsored activities only.
6. Aides are not to be employed in lieu of a certificated teacher. Aides will only be used when it is deemed necessary for state and federally funded programs, and in the library, and will monitor in emergency situations, and administrative discretion as agreed upon by WHEA and the administration. The Association and Board of Education will cooperate in providing appropriate training for aides and teachers using aides. The Review Committee will, at least annually, discuss the use and role of aides in these educational programs. [9899]

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

The teacher will:

- a. Plan and coordinate lessons
  - b. Present initial lesson
  - c. Identify the reinforcing instruction provided
  - d. Specify the methods, materials and techniques to be used by the aide.
7. In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:
    - a. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.

- b. When requested by the regular classroom teacher in whose class (es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization, handling bodily waste or the like.
  - c. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
  - d. All members of an IEP Committee shall have the right to reconvene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.
8. ISS Room:
- a. The ISS room concept, as adopted by the Board in its original form for the Middle/High School, may be instituted as an everyday replacement for a teacher's conference period.
  - b. When done in this form (a teacher having the ISS Room during his/her conference period) the teacher shall be paid \$25.00 per conference period.
  - c. As always, this situation for a teacher may be done ONLY on a voluntary basis and CANNOT be given as a required part of a teacher's day.

## **ARTICLE VII**

### **VACANCIES AND PROMOTIONS**

Whenever a teaching vacancy occurs the staffing procedure given in Article XXIII will be immediately invoked. All resulting changes will be finished within five (5) teaching days from the time the vacancy occurs. This timeline can be extended only by joint agreement of the School Board and the WHEA/Local 10 Executive Board.

Whenever an administrative vacancy occurs during a school year it must be posted for five (5) teaching days by placing in each teacher's mailbox the following:

1. Job Description
2. Salary Range
3. Fringe Benefits

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

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

### **ARTICLE VIII TRANSFERS**

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

### **ARTICLE XIII TEACHER EVALUATION**

- A. All teacher evaluations will be reviewed in conference between the Principal and teacher and a representative of the Association if the teacher so desires. If the desire for an Association representative arises during the conference, the conference shall be terminated at the request of the teacher until such representative can be present. The Administration shall have the right to have an assistant at such conference.
- B. Evaluations shall only be conducted by a qualified Building Principal or Assistant Principal or other qualified Administrator. Each evaluation shall be based on, but not limited to, at least one (1) observation of at least thirty (30) consecutive minutes of classroom performance made in person by the Administrator writing the evaluation. All monitoring or observation of the performance of a teacher shall be conducted openly. Whenever possible, all observations shall be made with the knowledge of the teacher. The first evaluation shall be made no sooner than ten (10) work days after the beginning of school and no later than ten (10) work days before the end of the first semester. (This applies to probationary teachers only.)
- C. The written evaluation will be signed and dated by both the teacher and the Building Principal. In the case of multiple building assignments, one of the assigned Building Principals shall be designated for this purpose. (09-10) The teacher's signature will indicate that s/he agrees with the evaluation, unless s/he has indicated areas of disagreement by asterisk (\*) or has affixed comments concerning why s/he does not agree with the evaluation in the space provided for such comments. This evaluation may be revised within forty-eight (48) hours upon request of teacher, after which time this evaluation shall be final.

D. Non-Tenure Teachers

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

An observation cycle shall be defined as having:

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

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

In the event a non-tenure teacher is NOT recommended for continuing employment due to professional competence, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan and the written evaluations, and shall be given in writing to the non-tenure teacher.

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

E. The teacher shall be able to see the contents of his personnel file in the presence of an Administrator. If the teacher so desires, he can request a representative of the Association to be present at such review. An Assistant Administrator may be present.

F. Teacher's Files

1. No material relating to a teacher's conduct, service, character or personality shall be placed permanently in his file unless the teacher has had the opportunity to read the material, affix his signature, and file any explanatory statement regarding the material. It is understood that materials on loan to the school from a college or university placement office or medical reports are confidential and therefore are exempt from the provisions of this section.
2. The teacher shall have the right to view his/her employee records, and obtain copies, at cost of his/her employee records. This policy shall not apply to documents and records exempted by Public Act 397.
3. Material of non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher's file without the teacher's consent and with his/her signature.

4. All materials placed in the files must bear the date and have affixed the signature of the writer or other proper identification as to source.
  5. No information concerning a disciplinary action which is more than four (4) years old shall be released to a third party.
  6. Whenever disciplinary information is released to a third party, the employee will be mailed notice that such information has been released, unless this right has been specifically waived in an employment application with the third party.
  7. The school district will not document in an employee's personnel file any information as prohibited in Section 8 of Public Act 397, such as political activities, personal associations and other activities unrelated to the employment of the individual.
  8. Supervisory personnel shall not involve students in the recording and filing of teacher files.
  9. The above provisions shall apply to the teacher's personnel file in the Principal's office and Superintendent's office.
- G. Every year each teacher will be evaluated on the short check list form developed by a joint administration/WHEA committee in 1988-1989. This is to be completed by May 1 of each year. Every year each teacher will evaluate his/her immediate administrator(s) and the superintendent using the form developed in 1988-89. These forms will be given to teachers by April 15<sup>th</sup> (09-10) of each year from central office. WHEA Leadership will receive in a blank envelope the completed form(s) from each teacher to be returned to central office by May 1<sup>st</sup>. (09-10) These forms do not need to be signed.

Any charge concerning the professional competence of a tenured teacher arising out of the evaluation process shall be filed with the Board of Education and the teacher no later than twenty (20) days before the last day of school year. [94-95]

## **ARTICLE XV**

### **PROTECTION OF TEACHERS**

- A. Primary classroom discipline is the responsibility of the teacher. The Board, however, recognizes its responsibility to give assistance in those cases where help outside the teacher's realm of training is needed. Whenever it appears the pupil needs the aid of specialized personnel, the Board will take reasonable steps to provide such help.

B. ASSAULT OF TEACHERS

1. Reporting and Investigation

Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor. The District shall promptly investigate the incident and make a full written report to the Superintendent within 2 days of the date the incident is initially reported by the employee. The

report shall be provided to the Association and the impacted employee(s) at the same time it is provided to the Superintendent.

2. Law Enforcement Notification

If requested by the school employee, the District shall promptly notify local law enforcement officials of any alleged assault by a student against a school employee and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment or disability.

3. Legal Counsel

The Board shall provide legal counsel, at no expense to the employee, to advise the employee of any rights and obligations in connection with handling of the incident by law enforcement and judicial authorities. The Board agrees that in the event legal counsel is provided to the employee for purposes of this paragraph, a confidential attorney-client relationship exists solely between the attorney and the employee. The employee shall also have the right to consult with the Association or independent legal counsel at the employee's expense. Such consultations shall be provided with up to 3 days of leave not chargeable to the school employee. Additional days may be granted on a per case basis.

4. Right to Association Representation

The investigatory interview with the employee shall not occur until the WHEA Leadership has been contacted and can attend the meeting to provide representation. The employee may not waive this right to representation nor can the District choose the representative for the employee. If this provision is violated, any statements made by the employee during the investigatory meeting shall be excluded as evidence in any subsequent hearing if the employee is disciplined based on the altercation with the student.

5. Removal of Students

Any general education student in any grade level accused of assaulting a school employee shall be removed from the classroom setting pending investigation and disposition of the allegation.

Any special education student accused of an assault that inflicts "serious bodily harm" upon a school employee shall be immediately removed to an interim alternative educational setting for the maximum extent permitted by law (*i.e.*, currently 45 school days) regardless of the outcome of the manifestation determination review. For purposes of this section, the employee's statement shall be given substantial weight and deference.

Any special education student accused of an assault that inflicts less than serious bodily injury upon a school employee shall be immediately removed to an interim alternative educational setting for the maximum extent permitted by law (*i.e.*, currently 10 school days) regardless of the outcome of the manifestation determination review.

6. Appeal of District's Determination of Whether an "Assault" Occurred

If the District determines that a student's actions did not constitute an "assault" for purposes of discipline under the student code of conduct and/or applicable provisions of the Revised School Code, the District's decision may be grieved. If an arbitrator determines that the

student's conduct did constitute assault, the District shall be bound by that decision and shall immediately comply with the applicable provisions of the student code of conduct or applicable provisions of the Revised School Code. If the grievance is granted entirely, or in part, the District shall be responsible for the arbitrator's entire fee. At the Association's option, the hearing may be an expedited hearing pursuant to the Rules of the American Arbitration Association. The specific reference to this section being grievable shall not limit the grievability of any other provision in this contract that does not contain such language nor shall the District be permitted to assert or rely on any such argument in any arbitration proceeding.

#### 7. Reinstatement/Return of Student to Classroom

If a student who is permanently expelled for assaulting a school employee (either pursuant to RSC [grade 6 or above] or student code of conduct [any grade]) petitions for reinstatement, the district shall notify the Association and the impacted employee within 5 days of the request for reinstatement. The impacted employee or their designated proxy shall have the right to be a member of the review committee for purposes of reinstatement.

A student who is permanently expelled for assault and subsequently reinstated shall not be placed back in the employee's classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented. If the student is placed in another employee's classroom, the new employee will be notified of the prior permanent expulsion and subsequent reinstatement at least 3 days prior to the placement.

In the event a student is disciplined less than permanent expulsion for assaulting a school employee, the student shall not be returned to the employee's classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented. In the event the student is placed in another teacher's classroom, the new teacher shall be provided with written notice of the prior incident at least 3 days prior to the placement.

In the event an assault by a special education student is found to be a manifestation of their disability, the student shall not be returned to the employee's classroom unless the employee consents to the return in writing and/or a mutual behavior contract is implemented.

All of the above provisions apply regardless of whether the student is a special education student and the employee is the only person that meets the requirements of the Student's IEP and/or class schedule. The District agrees that if the victimized employee exercises his/her rights under any of the above provisions, the District shall not argue, rely on, or assert in any forum whatsoever that the employee has abandoned his/her job, was insubordinate for purposes of discipline, or is not ready, willing and available for purposes of a demotion claim under the Teachers' Tenure Act. The teacher shall not lose any compensation or fringe benefits based on the effect or impact of his/her exercise of this provision. In the event the student is placed in another teacher's classroom, the new teacher shall be provided with written notice of the prior incident at least (insert days) prior to the placement.

#### 8. Manifestation Found – Protection of School Employees

In the event a student's assaultive behavior is found to be a manifestation of their disability (i.e., one incident of assault causing serious bodily harm or 2 or more instances of plain assault), the District shall request in writing that the student's parent or guardian agree to unlimited removal of the student to an interim alternative educational setting for any future assault allegation.



If the parent or guardian of a student refuses to consent to the future unlimited removal as outlined above, and the same student is subsequently accused of assault (regardless of the type), the District shall immediately request an expedited due process hearing through the Department of Education to have the student's placement changed. In the event the type of assault triggering the due process request results in serious bodily injury to a school employee, the District shall simultaneously direct its attorneys to file for injunctive relief in a court of competent jurisdiction to ensure the safety of students and staff pending the hearing officer's decision.

#### 9. Compensation

Any school employee who is absent because of an injury suffered from an alleged assault as a result of employment-related activity shall receive from the Board the difference between the employee's weekly income and the amounts to which the employee is entitled under provisions of Worker's Compensation laws for a period up to 3 work weeks. Beyond 3 work weeks, such payments will be charged against compensable leave on a pro-rated basis computed on the relationship of the differential pay to the employee's regular weekly pay until the compensable leave is exhausted.

#### 10. Leave of Absence

Any school employee that is injured by an act of assault suffered in the course of their employment shall be entitled to a one-year leave of absence upon the request of the employee. This leave is in addition to any other leave provided under this agreement and will serve to extend the employee's total permissible leave.

- G. If a teacher, acting within the written policies, rules and regulations of the Board is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- H. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher is found innocent of the charges brought against him/her.
- I. The Board will reimburse teachers up to a maximum of three hundred dollars (\$300) for any loss, damage or destruction of clothing or personal property of the teacher while on duty. However, the direct cause of loss must be shown by the teacher, and he/she must be innocent of any contributory negligence. The teacher bears the burden of proof.
- J. Any complaints by a parent of a student directed toward a teacher shall be promptly brought to the attention of the teacher involved.
- K. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

All monitoring or observation of the work performance of the teacher shall be conducted openly and with the full knowledge of the teacher. The above provision may be waived with the written permission of the tenured teacher. No polygraph or lie detector device shall be used on any teacher in any investigation of a teacher without the teacher's written permission. However, a polygraph or

lie detector device may be used on a witness in any investigation of a teacher with the permission of the witness. [94-95]

## **ARTICLE XVI**

### **DISCIPLINE OF TEACHERS**

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

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

1. Verbal warning
2. Verbal reprimand
3. A written reprimand (two, if the infraction is not of a serious enough nature for step 4)
4. Short suspension with pay (one day or less)
5. Short suspension without pay (one day or less)
6. Possible discharge (2012)

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

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

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

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

### **ARTICLE XXIII**

#### **STAFFING AND REDUCTION IN STAFF**

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

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

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

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

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

## **ARTICLE XXVI**

### **CONSOLIDATION**

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

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

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

A. The procedure will be as follows:

1. The administration determines the number of K-6 positions.
2. The administration determines the number of sections in grades 7-12, and divides this number by five (5).
3. The administration determines the number of special education positions. (Such assignments will not be greater than a conventional full-time position, unless no one on part-time or on the reservoir list desires the additional work.)
4. The administration determines a numerical total by adding the numbers of positions determined in 1, 2, and 3 above.
5. The administration then takes the number of teachers determined in step 4, above, from the top of the seniority list. This new listing shall be known as the "assigned teacher list".
6. The administration shall proceed to staff the curriculum, insomuch as possible, exclusively from the assigned teacher list. The assigning of teachers to positions shall be governed by the parameters which follow. The parties agree that it may not be possible to staff the entire curriculum exclusively from the original assigned teacher list.
7. The assigning of teachers to specific assignments shall be limited as follows:

- a. In grades 9-12, teachers may be assigned to teach only in subject area in which they hold a major or minor (as assigned in the past across broad subject areas) and are certified, unless the State of Michigan mandates no certification requirements for the assignment. The administration shall develop, and post, objective qualifications necessary to teach classes not covered by state certification. Such posting shall transpire prior to April 30 and the implementation of the staffing process.
- b. In grades 7-8, teachers may be assigned to teach only in subject area in which they are certified and hold a major or minor (as assigned in the past across broad subject areas). The administration will develop, and post, objective qualifications necessary to teach classes which are not related to a general subject area. Such posting shall transpire prior to April 30. Any teacher having been continuously assigned (year to year) a subject outside his/her major or minor may continue to be assigned in that subject.
- c. In grades K-6, teachers may be assigned to teach only if they hold K-8 certification in all subjects.
- d. In Special Education, teachers may be assigned to teach only if they are certified and/or endorsed, and approved by the state, in that specific program.
- e. It is agreed that "K-8 all subjects" certification does not render a teacher eligible for an itinerant assignment in K-8 music, art, or physical education. Music teachers, who have a specialty in either vocal or instrumental music, may not teach in the other area, unless the teacher and administration mutually agree that said teacher is adequately qualified for the assignment.
- f. If the requirements in a-e above prohibit filling a classroom or section assignment from the assigned teacher list, then that person in the reservoir with the necessary requirements and the most seniority shall be offered the assignment.
- g. The teacher(s) that was drawn up from the reservoir list will only be offered those hours which require them to be drawn up from that list. Note: If this is less than a full-time position, the teacher will be laid off and offered the part-time position.
- h. The process above will be repeated until all assignments have been filled.

B. Laid off teachers will continue to acquire seniority. However, when a teacher is on layoff status for a length of time equal to the number of years worked plus the number of days substituted in the Westwood Heights School District after that teacher was laid off, s/he will lose all recall rights with the Westwood Heights School District. In all cases tenure with the district will not be affected. Starting on June 11, 1993 no tenured teacher shall have less than three years of recall rights. [94-95]

1. If a classroom or section assignment increases, or an opening occurs during the first twenty (20) school days, it will be filled by going through the process outlined above, providing that doing so does not necessitate the transfer of more than three (3) teachers. If the opening would cause the transfer of more than three (3) teachers; or, if the opening occurs after the first twenty

(20) days of school in a semester, the Board shall fill the opening with the most senior person available with the necessary requirement, if it is possible to do so. If placement is not possible from the assigned teacher list, or the reservoir list, and as restricted in this paragraph, the Board may fill said position with a person who meets the requirements of the assignment from outside of the lists for one semester. Reassignment of up to five (5) teachers shall be allowed to comply with the staffing procedure for the second semester.

2. In the first week of January of each year, the Board shall present to the Association and the building representative a preliminary seniority list including majors, minors, certification and endorsements. Each member of the unit will initial or challenge their information. The list of challenge and agreements shall be presented to the Superintendent by January 30, along with verification of enrollment in a winter term course(s). A revised list will be published by February 15, which will reflect the eligible credits. The list will be posted in each building and a copy given to the Association. After March 15, the seniority list shall not be grievable until the establishing of the next seniority list.
  - a. The seniority list shall consist of two parts:
    - i. A list of all persons with seniority as defined above from the greatest to the least.
    - ii. A group of lists by area of major/minor and certifications as set forth above.
  - b. In the case of equal seniority, the position on the seniority list will be determined by applying the following criteria in the order below:
    - i. Total number of years teaching prior to seniority accrued in the Westwood Heights system.
    - ii. Total number of equivalent semester graduate hours completed beyond the bachelor's degree by February 1 of the current school year.
    - iii. Coin flip.
3. Laid off teachers who desire to remain on the seniority list for possible future recall shall inform the Board in writing by February 1 of each year.
4. All laid off teachers shall be placed on the substitute list according to seniority provided that a written request is made by the teacher.

Whenever long term subbing positions occur, if any laid off teachers are highly qualified (according to current federal or state guidelines) they will be given the position. If no laid off teachers are highly qualified then the district is free to seek highly qualified substitute from other sources. However, if no highly qualified substitute can be found, then a committee of two representatives appointed by the WHEA Executive Board and two representatives for the Board of Education will determine the best fit for the open long term subbing position from the list of laid off teachers interested in the position. (Aug. 2007)

- a. The Association shall review the proposed staffing. The Association shall be responsible for providing those teachers subject to layoff the opportunity to attend such review. If the Association agrees that the procedure has been followed correctly, based upon the data provided by the Board at that date, it will so certify in writing within fifteen (15) days of

receipt. If the Association disagrees with the proposed staffing, the Association will in writing indicate the needed changes within fifteen (15) days of receipt. If the data changes, the signature will become invalid and the procedure shall be repeated.

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

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

# ATTACHMENT B



## Benefit Program Cost Summary Effective 02/01/2016

**Westwood Heights Schools**  
3223 W Carpenter Rd  
Flint, MI 48504-1762

Group: 080D-Teachers

Employer ID: 080  
MESSA Field Rep: Terry Scharf

Job	FT/PT Eligibility Rule ID	Job	FT/PT Eligibility Rule ID
Teacher - 100000	FT/PT 080D		

  

PAK A	Plan	Brief Description	Census Used	Rate	MESSA Codes
Medical	MESSA Choices	In-Network Ded: \$200 Single/\$400 Family In-Network Copay: \$10 Office Visit/\$25 Urgent Care/\$50 ER Out-of-Network Ded: \$400 Single/\$800 Family Out-of-Network Coins: 20% of approved amount after deductible Out-of-Network OOP Cap: \$2000 Single/\$4000 Family Prescription Coverage: \$10 Generic/\$20 Brand Name Includes EA1 Rider	Single: 8 2-Person: 6 Family: 17	631.20 1,420.22 1,767.36	3L  2IB6 2IB7 2IB8
Dental	Dent100/80/80/80:1000/2000:2 6487-0001	Class I: 100% Class II: 80% Class III: 80% Class IV: 80% Annual Max Class I, II, III: \$2,000, Lifetime Max Class IV: \$1,000 X-Rays paid under: Class II Adult Orthodontics: No Sealants: No Cleanings: 2 per year	Single: 8 2-Person: 6 Family: 17	38.65 77.21 137.94	D0972  2IB9 2IBA 2IBB
Vision	VSP 3 Plus P	Plan year February to February	Single: 8 2-Person: 6 Family: 17	11.05 23.74 35.71	V3PP 2IBC 2IBD 2IBE
Negotiated LTD	Neg LTD 66 2/3% Max \$4,500	Replacement %: 66.67 Maximum Benefit: \$4,500 Maximum Monthly Salary: \$6,750 Waiting Period: 90 Calendar Days Modified Fill Alcohol/Drug: Same as any other illness Mental/Nervous: Same as any other illness Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: Yes COLA: No Educational Supplemental Program: No	Individuals: 31 Volume: 144,448 Rate per 100: 0.49	22.84	LT331 2IBF
PAK Life	\$25,000 PAK Life		Individuals: 31 Volume: 775,000 Rate per 1000: 0.15	3.75	P02501 2IBG
PAK AD&D	\$25,000 PAK AD&D		Individuals: 31 Volume: 775,000 Rate per 1000: 0.03	0.75	K02501 2IBH
Basic Term Life	Basic Term Life w/Med \$5,000			1.50	BTLM01 001Z

**COBRA RATES:**

The COBRA rates for this group are the same as the rates above.





1475 Kendale Boulevard, PO Box 2560  
 East Lansing, MI 48826-2560  
 800.292.4910

## Benefit Program Cost Summary Effective 02/01/2016

PAK B	Plan	Brief Description	Census Used	Rate	MESSA Codes
Dental	Dent100/80/80/80.1000/2000.2 6487-0002	Class I: 100% Class II: 80% Class III: 80% Class IV: 80% Annual Max Class I, II, III: \$2,000, Lifetime Max Class IV: \$1,000 X-Rays paid under: Class II Adult Orthodontics: No Sealants: No Cleanings: 2 per year	Single: 0 2-Person: 3 Family: 5	33.92 67.24 117.71	D0972A  21BI 21BJ 21BK
Vision	VSP 3 Plus P	Plan year February to February	Single: 0 2-Person: 3 Family: 5	11.05 23.74 35.71	V3PP# 21BL 21BM 21BN
Negotiated LTD	Neg LTD 66 2/3% Max \$4,500	Replacement %: 66.67 Maximum Benefit: \$4,500 Maximum Monthly Salary: \$6,750 Waiting Period: 90 Calendar Days Modified Fill Alcohol/Drug: Same as any other illness Mental/Nervous: Same as any other illness Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: Yes COLA: No Educational Supplemental Program: No	Individuals: 8 Volume: 37,277 Rate per 100: 0.49	22.84	LT3312 21BO
PAK Life	\$30,000 PAK Life		Individuals: 8 Volume: 240,000 Rate per 1000: 0.15	4.50	P03001 21BP
PAK AD&D	\$30,000 PAK AD&D		Individuals: 8 Volume: 240,000 Rate per 1000: 0.03	0.90	K03001 21BQ

**COBRA RATES:**

The COBRA rates for this group are the same as the rates above.



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 800.292.4910

## Benefit Program Cost Summary Effective 02/01/2016

PAK C	Plan	Brief Description	Census Used	Rate	MESSA Codes
<b>Medical</b>	MESSA ABC Plan 1	In-Network Ded: \$1300 Single Cov; \$2600 2-Person & Family Cov In-Network OOP Cap: \$1000 Single Cov; \$2000 2-Person & Family Cov Out-of-Network Ded: \$2600 Single Cov; \$5200 2-Person & Family Cov Out-of-Network Coins: 20% of approved amount after deductible Out-of-Network OOP Cap: \$2000 Single Cov; \$4000 2-Person & Family Cov Prescription Coverage: MESSA ABC Rx Includes EA1 Rider Health Savings Account with Health Equity	Single: 11 2-Person: 8 Family: 7	485.13 1,091.55 1,358.36	7U  2MKS 2MKT 2MKU
<b>Dental</b>	Dent100/80/80/80:1000/2000:2 6487-0001	Class I: 100% Class II: 80% Class III: 80% Class IV: 80% Annual Max Class I, II, III: \$2,000, Lifetime Max Class IV: \$1,000 X-Rays paid under: Class II Adult Orthodontics: No Sealants: No Cleanings: 2 per year	Single: 11 2-Person: 8 Family: 7	38.65 77.21 137.94	D0972B  2MKV 2MKW 2MKX
<b>Vision</b>	VSP 3 Plus P	Plan year February to February	Single: 11 2-Person: 8 Family: 7	11.05 23.74 35.71	V3PPI 2MKY 2MKZ 2ML0
<b>Negotiated LTD</b>	Neg LTD 66 2/3% Max \$4,500	Replacement %: 66.67 Maximum Benefit: \$4,500 Maximum Monthly Salary: \$6,750 Waiting Period: 90 Calendar Days Modified Fill Alcohol/Drug: Same as any other illness Mental/Nervous: Same as any other illness Social Security Offset: Family Own Occupation: 2 years Minimum Benefit: 5% Survivor Income Benefit: 0 months Pre-Existing Conditions: Waived Freeze on Offsets: Yes COLA: No Educational Supplemental Program: No	Individuals: 26 Volume: 121,150 Rate per 100: 0.49	22.84	LT331A 2ML1
<b>PAK Life</b>	\$25,000 PAK Life		Individuals: 26 Volume: 650,000 Rate per 1000: 0.15	3.75	P0250C 2ML2
<b>PAK AD&amp;D</b>	\$25,000 PAK AD&D		Individuals: 26 Volume: 650,000 Rate per 1000: 0.03	0.75	K0250C 2ML3
<b>Basic Term Life</b>	Basic Term Life w/Med \$5,000			1.50	BTLM02 001Z

**COBRA RATES:**

The COBRA rates for this group are the same as the rates above.

Please refer to plan coverage booklets for a complete description of benefits.

# ATTACHMENT C

## AGENCY FEE AGREEMENT

The Board of Education of the Westwood Heights School District ("Employer") and the Westwood Heights Education Association, MEA/NEA ("Association") desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by the Association without paying their fair share for those benefits. The Employer and Association acknowledge that Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.

B. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and

2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and

3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.

4. If during the term of this Agency Fee Agreement it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, the Association shall have the right to pursue any other lawful remedies.

C. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.

D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.

E. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,

2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and

3. If Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and

4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and

5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.

F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.

G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.

H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

I. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than **March 26, 2013**, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on **August 31, 2018**. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

*Sandra Greer* - MEA <sup>TA'd</sup> 3-8-13  
UP  
Westwood Heights Education  
Association, MEA/NEA

*Salli Steven* <sup>TA</sup> 3/8/13  
Board of Education of Westwood  
Heights School District

By: *Jennifer R. Besko* <sup>3/8/13</sup>  
*Susan H Wray* 3-8-13