

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
WESTWOOD COMMUNITY SCHOOLS**

AND

WAYNE COUNTY MEA/NEA

September 1, 2010 through August 31, 2014

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PREAMBLE

THIS AGREEMENT, entered into this 12th day of July, 2011, by and between the Board of Education of Westwood Community School District, Dearborn Heights, Michigan, hereinafter called the "Employer", and the Wayne County MEA/NEA, hereinafter called the "Union" which shall designate the Wayne County MEA/NEA in its representative capacity for the bargaining unit as recognized in Article I of this Agreement.

WITNESSETH

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

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

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

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

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

ARTICLE I
RECOGNITION

SECTION A

The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211, for all professional educational personnel certified by the Michigan Department of Education, under contract or on approved leaves of absence excluding substitute personnel, teacher aides and other auxiliary personnel, all supervisory, administrative and executive personnel and all other employees. The term "teacher" or "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining unit as defined above and references to one gender shall include the other gender.

SECTION B

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

In the event a teacher shall not pay such representation service fee directly to the union or authorize payment thereof through payroll deduction, the Board shall, upon completion of the procedures contained herein, at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

The Union in all cases of mandatory fee deduction shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for mandatory fee deduction from his/her wages may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the fee or fails to authorize deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for mandatory fee deduction from the Union shall within thirty (30) days thereafter provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.

The Union has established a "Policy Regarding Objections to Political - Ideological Expenditures." That Policy, and the administrative procedures (including timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member

concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the service fee for that given school year.

The parties agree to cooperatively discuss and exchange information regarding the Union's service fee collection and objection procedures. The Union agrees, upon request from the Board, to provide to the Board for its review a copy of the Union's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Union and its affiliates to bargaining unit members who choose not to join the Union and/or object to the service fees.

In the event that a teacher's religious practices do not permit compliance with the requirements of this Article for payment of membership dues or service fees to the Union, the Union may allow the teacher to contribute a service fee not to exceed the amount of the Union's uniform membership dues collected from Union members to an Union Scholarship Fund or to a charitable organization approved in advance by the Union. The teacher shall provide evidence of such contribution to the Union.

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

SECTION C

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

ARTICLE II

RIGHTS OF EMPLOYER

SECTION A

The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

SECTION B

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

ARTICLE III

TEACHER RIGHTS

SECTION A

Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize, join and support the Union for the purpose of engaging in professional negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

SECTION B

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

SECTION C

Names and addresses of newly hired teachers shall be mailed to the treasurer of the Union following Employer approval of their contract, unless said teachers invoke their right to restrict release of their directory information.

SECTION D

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

SECTION E

School facilities and equipment may be used by the Union as the representative teachers' organization at reasonable times when such request is made to the building Principal (prior notification shall be given). The Union shall also pay for reasonable expenses involved for the use of such items as listed above.

SECTION F

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

SECTION G

A teacher shall at all times be entitled to have present his choice of a representative of the Union when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. A teacher shall be notified by an administrator requesting a conference (if the conference be disciplinary in nature) and the teacher shall be given time for a representative of the Union to be present at the conference if the teacher so desires. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present, provided that the Employer shall not be required to delay such action longer than forty-eight (48) hours .

SECTION H

The Employer will make a reasonable attempt to advise the Union of fiscal, budgetary and tax programs affecting the District, and the Union shall, whenever feasible, have the opportunity in advance to consult with the Employer with respect thereto prior to general publication.

SECTION I

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

ARTICLE IV

PROFESSIONAL COMPENSATION

SECTION A

The salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this Agreement. *A teacher's per diem salary rate for a school year shall be calculated by dividing the teacher's annual salary as set forth in Appendix A by the number of teacher work days for that school year specified in the school calendar for that school year.

SECTION B

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

SECTION C

Mandatory staff meetings may be scheduled where attendance of the teacher is required, not to exceed sixteen (16) hours of such meeting time per school year. Additional mandatory staff meetings may be called when necessary due to safety or extraordinary circumstances, which shall not be counted as part of the sixteen (16) hours of scheduled staff meeting time. The sixteen (16) hours of scheduled staff meeting time may be scheduled not to exceed two (2) one (1) hour meetings or three (3), forty-five (45) minutes meetings per month. Teachers shall be notified of the scheduled mandatory staff meetings at least five (5) days in advance of the meeting. No staff meeting will be scheduled as an extension to any curriculum meeting.

SECTION D

The school calendar shall be negotiated on at least an annual basis between the Employer and the Union and shall be incorporated by reference as an appendix in to this Agreement. Teachers shall be responsible for duty in accord with the school calendars mutually negotiated. Teachers are encouraged to participate in after-school activities, but attendance will be voluntary.

SECTION E

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

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

SECTION F

Teachers shall be released from regular duties without loss of salary, not to exceed four (4) days per year, provided administrative approval is given at least three (3) days in advance, for the purpose of:

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

SECTION G

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

SECTION H

Any teacher who earns a Master's Degree during the school year shall be compensated at the Master's Level at the beginning of the next school year in the fall. It is incumbent on the teacher to provide the District with transcripts referencing degree receipt prior to any annual salary adjustment.

SECTION I

Any teacher who has earned fifteen (15) credit hours beyond his/her Degree shall be compensated as follows: BA+15 or MA+15 = \$500. Any teacher who has earned thirty (30) credit hours beyond his/her Degree shall be compensated as follows: BA+30 or MA+30 = \$1,000. This sum shall be paid annually in addition to the teacher's base salary for the school year. Credits must be filed by official transcript prior to March 15th of each year at the office of the Superintendent.

SECTION J

Effective with the 1998-99 school year, teachers who were eligible for and received longevity payments during the 1997-98 school year shall continue to receive the specific dollar amount of the longevity payment made to them for the 1997-98 school year as annual longevity payments each year for the duration of this Agreement. Teachers who were not eligible and did not receive longevity payments during the 1997-98 school year shall not become eligible for longevity payments. Those teachers eligible for continuation of longevity payment shall receive payment.

SECTION K

At the secondary level, teachers teaching more than three (3) class preparations shall be provided additional compensation at 1/5 of the current elementary split class rate for each additional class preparation.

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

SECTION L

A teacher who accepts an assignment that receives pay as prescribed in Appendices B or C, and subsequently is unable to complete or perform a portion of the duties of the assignment shall have his/her pay for the assignment proportionately reduced by the portion of the duties of the assignment not performed by him/her. A teacher who assumes a portion of the duties not performed by the absent teacher shall receive a prorated amount of pay for the duties of the absent teacher performed by him/her. The proportion of pay by which the absent teacher's pay shall be reduced and the prorated amount of pay to be paid to a teacher who assumes a portion of the duties of the absent teacher shall be assessed by the building principal at the end of the assignment.

ARTICLE V

TEACHING HOURS

SECTION A

There shall be no sign in/out sheet.

SECTION B

1. The teachers' normal teaching hours/minutes shall be as follows:

Elementary:	TBD
Middle School:	TBD
High School:	TBD

Yearly starting and ending times in each school building shall be negotiated between the parties when establishing a yearly calendar. The yearly calendar shall reference teacher starting times which are five (5) minutes prior to student arrival and departure five (5) minutes after student dismissal.

2. Zero Hours

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

3. Supervision of outside recesses by elementary teachers shall be established by teachers at each building and approved by the building principal developing a procedure for assigning not less than one teacher for each three classes. The procedure implemented must maintain an appropriate degree of supervision for safety and discipline of students.

SECTION C

Any teacher who repeatedly violates Section B of Article V shall have the matter brought to his/her attention by the administration. Continued violations will subject the teacher to the progressive discipline process and may result in, but is not limited to, a loss of pay commensurate to the teacher's hourly rate and the time lost.

SECTION D

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

1. High school teachers' lunch period shall not be less than twenty-five (25) minutes in length.
2. Middle school teachers' lunch period shall not be less than thirty (30) minutes in length plus fifteen (15) minutes of assigned responsibilities.
3. Elementary teachers' lunch period shall not be less than thirty (30) minutes in length.
4. Teachers shall be free to leave the building during their lunch period.

SECTION E

Elementary teachers shall be provided with 150 minutes per week of preparation time in blocks of at least thirty (30) minutes.

SECTION F

As part of their contract obligation, without additional compensation, teachers shall provide the necessary hours and days of student instruction required by state law for the school district to receive full basic per pupil foundation allowance (or its functional equivalent), excluding optional incentive funds, for each school year of this Agreement. The requirements above shall be adjusted as necessary to provide the hours of student instruction required and the manner by which the required hours and days of student instruction will be implemented shall be subject to good faith negotiations between the Union and the Board.

SECTION G

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

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

SECTION A

The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the middle school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. No secondary teacher shall be assigned a schedule that requires more than three (3) class preparations. It is recognized that it is essential for teachers to have adequate preparation time and, furthermore, that teachers of elementary art and music have special problems of preparation for classes of various grade levels and ability. A matter of value for consideration is the need to efficiently schedule all classes and activities for maximum effectiveness. Every effort will be made to develop a schedule which will allow for preparation time, relief time, and a reasonable number of class contacts per week. Such a schedule may be reviewed by the representatives of the Union with the opportunity of negotiating an acceptable schedule. In the event that a schedule is not agreed upon, the matter may be processed through the professional grievance procedure hereinafter set forth.

SECTION B

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

Guidance department shall include all counselors in the school district.

SECTION C

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

SECTION D

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

SECTION E

A teacher who accepts a class which requires a forfeiture of a preparation hour shall be compensated at the hourly rate of twenty-eight dollars (\$28.00).

ARTICLE VII

TEACHING CONDITIONS

SECTION A

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

SECTION B

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

- | | | |
|----|--------------------------|-----------|
| 1. | Kindergarten-5 | 30 pupils |
| 2. | Grades 6-8 | 32 pupils |
| 3. | Grades 9-12 | 34 pupils |
| 4. | Phys Ed/Art/Music (K-12) | 40 pupils |

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

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

The Employer may make adjustment in class sizes up to the end of the week following the 4th Friday count day.

In the event that the Employer assigns an overload above the pupil maximums listed above, affected teachers shall receive a \$100 stipend per student per semester. The stipend shall be calculated by the number of students in each class on the 11th school day after each semester's MDE student count day.

Elementary teachers who are assigned a split grade level shall be paid, in addition to their individual base salary, an amount equal to one-half (½) the extra hourly rate for each day the teacher is required to fill such position. (See CBA Appendices).

SECTION C

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

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

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

SECTION D

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

SECTION E

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

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

The Employer shall provide:

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

SECTION F

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

SECTION G

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

SECTION H

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

SECTION I

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

SECTION J

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

SECTION K

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

SECTION L

No new teacher shall be employed by the Employer for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate

provided that with written notice to the Union, an individual without a degree who is eligible for a vocational certificate from the Department of Education may be employed to teach in the area of his certification if authorized by the Department of Education, and if an individual with a degree and the necessary certification is not available.

SECTION M

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

SECTION N

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

SECTION O

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

SECTION P

1. Each counselor shall be provided with their own office (if possible).
2. Each counselor shall have a telephone in his office.
3. Attendance duties shall be relocated from the guidance office to the senior high school office or another area.
4. Counselors shall be given the flexibility to meet collectively at least one-half (½) day per month for the coordination and enrichment of the counseling program.
5. The guidance department in the senior high school and the middle school shall be provided with secretarial service.
6. The counselors in the senior high school and the middle school may be assigned one (1) extra week after the school year ends and one (1) extra week prior to school opening, when such assignments are requested by the Principal, in writing, to the Superintendent and approval of the Employer is given. The salary shall be prorated. On or before the last teacher attendance day, the counselors will be notified whether or not they will work one week prior to the first teacher

attendance day. On or before April 1, the counselors will be notified whether or not they will work one week after the last teacher attendance day. The salary shall be prorated if the counselors work the extra week(s).

7. High school class schedules shall be mailed out to the students in August (if possible).

SECTION Q

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

SECTION R

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

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

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

SECTION S

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

SECTION T

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

SECTION U

Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher simultaneously. Student teachers shall be offered to tenure teachers prior to any offer to probationary teachers. A teacher shall receive the total amount of compensation received from the sponsoring university or college.

SECTION V

It is the responsibility of teachers to be cognizant of their appearance with respect to appropriate dress and grooming because it can influence the reaction of students to the staff member and to the general learning environment. Inappropriate dress by a teacher may be dealt with by the immediate supervisor.

ARTICLE VIII

TRANSFERS

SECTION A

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

1. Qualifications of the teacher.
 - (a) Highly qualified certification as defined by the Michigan Department of Education (MDE).
 - (b) Accreditation requirements of the North Central Association of Schools and Colleges.
2. Seniority: (otherwise known as length of service in this school district). Length of service shall be determined by totaling the amount of continuous employment as a teacher in the schools of the District and shall include all periods when the teacher was on an approved leave of absence under Article X (Leaves of Absence) of this Agreement, a worker's compensation leave due to an on-the-job injury with the District, or a layoff. A teacher's seniority date will be the first day the teacher was on duty and under contract with the District. Seniority shall cease when a teacher leaves employment with the District or takes another non-bargaining unit position with the District.
3. Teachers will not be assigned to positions for which they are not certified or for which they are not highly qualified according to the highly qualified requirements established by the MDE.

SECTION B

At the elementary level (K-5), teachers will maintain their current assignments unless they voluntarily relinquish them. Secondary teachers (6-12) will maintain their departmental assignments but will not be guaranteed specific grade levels or courses.

SECTION C

All vacancies occurring during the school year caused by transfers, building reassignments, retirements, or layoffs shall be filled for the following year, if the position still exists, by a bidding pool meeting to be held before the end of May. The meeting date shall be mutually agreed upon by the Board of Education and the Association. There will be written notice from the Administration ten (10) business days prior to

said meeting. Such notice shall provide official notification of the time, date, and location of the meeting. The Employer will review all vacancies and the following sequences for filling such vacancies shall be used:

1. An eligible teacher (as defined in Article VIII) returning from a leave shall be first placed in his/her previous position, or if that is not available, a similar position if such is available; otherwise said teacher shall be placed in another position.
2. Any teacher shall have the right to pass on any bid while retaining a first choice option to be exercised at any later time prior to the conclusion of bidding.
3. A laid off teacher shall be placed in a vacancy in accordance with Article XVIII.
4. Any positions becoming available after the bidding pool and through July 1 will be filled by the Board and the transfer list, in seniority order, based upon the right of first refusal among those potential transferees who are qualified as defined in Section A of this article for each vacancy. Following this process, should vacancies remain, the Board will fill such vacancies. After July 1 the Board will fill all vacancies. All vacancies occurring between July 1 and the start of the school year will be posted at the next bidding pool meeting for the following year, unless otherwise mutually agreed upon between the Board and the Union.
5. Should a split level, half-time, or split building assignment be changed prior to the start of the school year, the teacher originally assigned to the position being changed will be given the first choice in selecting the changed position.

SECTION D

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

SECTION E

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

SECTION F

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

SECTION G

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

ARTICLE IX

LEAVE DAYS

SECTION A

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

SECTION B

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

SECTION C

Five (5) personal business leave days per school year will be granted in addition to Section B above. No more than three (3) personal leave days will be granted consecutively, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No personal business leave days will be granted after June 1st of the school year, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No personal business leave days or other leave days will be granted contiguously prior to or following a holiday and/or vacation period, except in case of a documented illness or injury that prevents the teacher from reporting for work or an emergency approved by the Superintendent of Schools or his/her designated representative. It shall be the responsibility of the teacher to provide the Superintendent of Schools or his/her designated representative with sufficient documentation of the illness or injury from the teacher's physician or sufficient information upon which to determine if a legitimate emergency exists. Any unused days will be added to the leave day bank at the end of the school year.

Leave days for personal business must be requested in writing in advance through the office of the Superintendent of Schools, or his/her designated representative and must be given in ample time. Other items of a nature of emergency must be approved by the Superintendent of Schools, or his/her designated representative.

SECTION D

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

Employees shall be credited only with leave days earned during the year. Any leave days accumulated at the close of the school year shall be carried forward, as a balance, at the

start of the next school year. If an employee is absent in excess of his earned leave-day bank, deductions, in an amount equal to one (1) day's pay for each day of excess absence, shall be made from his salary check in the pay period following such excess absence. Reimbursement shall be made for such deductions at the end of the school year if the employee has earned leave days to his credit.

SECTION E

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

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

SECTION F

Qualifications for use of leave days:

1. Employee's personal illness or emergency illness in the immediate family.
 - (a) Personal illness.
 - (b) Emergency illness in the immediate family (when no other arrangements can be made for necessary care).
2. Death in the immediate family, relatives or close friends.
 - (a) The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or friend whose funeral arrangements the employee is responsible.
 - (b) The time allowable for each situation shall not exceed five (5) working days.
 - (c) Attendance at funerals of close relatives (other than the immediate family as defined in 2(a) above), and friends. The time allowable shall not exceed three (3) working days.
 - (d) Extensions may be granted under extenuating circumstances.
3. Employee's wedding or immediate family's wedding.
 - (a) The employee's own wedding. The time allowable shall not exceed five (5) working days.
 - (b) Attendance at weddings in the immediate family. The time allowable shall not exceed three (3) working days.
4. Use of leave days prior to or following a holiday and/or vacation period.
 - (a) No personal business leave days or other leave days will be granted contiguously prior to or following a holiday and/or vacation period, except in case of a documented illness or injury that prevents the teacher from reporting for work or

an emergency approved by the Superintendent of Schools or his/her designated representative.

- (b) It shall be the responsibility of the teacher to provide the Superintendent of Schools or his/her designated representative with sufficient documentation of the illness or injury from the teacher's physician or sufficient information upon which to determine if a legitimate emergency exists.

SECTION G

Half-day absences: Employees reporting at the beginning of their work period shall be counted as absent one-half (½) day if they are forced to leave their work assignment because of illness or emergency situation any time after having been present three (3) hours, and the absence charged back to their leave bank.

SECTION H

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

1. Visitation of special programs in other schools and attendance at regional or state educational conferences as representative of subject area departments, including sports clinics or curriculum study groups, may be approved. Said approval originates with a written request from a teacher, or teacher group, on endorsement by the building principal, and final approval by the Superintendent of Schools, or his/her designated representative. Normally, only one representative will be approved for each visitation or conference. Requests must be made with sufficient time for adequate consideration for approval. Reimbursement of expenses for participation under this section is not the responsibility of the Employer.
2. Time necessary to take selective service physical examination, not to exceed one day per year.
3. Teachers injured in the course of their job, said injury recognized under the provisions of the Michigan Worker's Compensation Act. When said injury is the result of an accident, assault, or negligence on the part of the school district, the Employer will continue pay at the daily rate per contract, less the amount paid by Worker's Compensation, for a period up to a maximum of one hundred (100) days' pay. This is an exclusive payment during this period and no individual sick leave days shall be used.
4. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox contracted by exposure from work, not to exceed ten (10) days per case including reoccurrence and/or complications. After ten (10) days have been exhausted, any related extended absence shall be chargeable against the employee's leave day bank.
5. A teacher who is called to and reports for jury duty shall be paid by the Employer for each day, or portion thereof, spent in performing jury duty if the teacher otherwise would have been scheduled to work for the District and does not work, an amount equal to the difference between (1) the teacher's regular straight time hourly rate, exclusive of any

premiums for the number of hours spent on jury duty each day up to eight (8) provided that they otherwise would have been scheduled to work those hours and, (2) the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses). The Employer's obligation to pay a teacher for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year.

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

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

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

SECTION I

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

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

1. A member of the bargaining unit shall be eligible for days from the central bank provided that he has been absent due to illness for thirty (30) consecutive working days, and that he has exhausted all his accumulated leave days.
2. No member of the bargaining unit shall be provided with more days than it takes to fulfill the waiting period for long-term disability insurance coverage.

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

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

ARTICLE X

LEAVES OF ABSENCE

SECTION A

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

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

SECTION B

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

SECTION C

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

SECTION D

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

SECTION E

Status during leave of absence:

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

SECTION F

Return to duty:

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

SECTION G

Sabbatical Leave:

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

- (1) For formal study - A program of study at an accredited college or university should be briefly outlined.
- (2) For research - A program of research under the guidance of competent research personnel should be briefly outlined.
- (3) For travel - A plan, including the proposed itinerary, shall be submitted.
- (4) For other reasons - A plan shall be submitted stating the professional objectives which are sought.

4. Application Requirements.

- (a) Written application for Sabbatical Leave must be filed with the Superintendent not later than October 1st for a second semester leave; by April 14th for a first semester leave.

5. Requirements and Status While on Sabbatical Leave.

(a) Financial Policies.

- (1) Compensation for a staff member on Sabbatical Leave shall be one-half ($\frac{1}{2}$) of the salary he would receive were he on active staff status.
- (2) Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with provisions of the Board for payment of salary to other members of the teaching staff.
- (3) On returning from Sabbatical Leave, the employee shall be entitled to the automatic salary schedule increment as though he had been in continuous service in the school system.
- (4) The leave-day bank balance shall remain the same as the balance was at the beginning of the leave.

6. Reports Required.

- (a) The Superintendent shall require, and the employee shall promptly furnish, a report containing sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner. In the event the Superintendent shall find that the employee is not fulfilling the agreement, the entire sum paid to the employee shall become immediately due and all future payments shall cease.
- (b) This rule does not apply in cases wherein the person becomes incapacitated to work.

7. Status Upon Returning.
 - (a) At the expiration of a Sabbatical Leave, the employee shall be restored to his position, or to a position of like nature, seniority, status and pay.
8. Recognition of Longevity.
 - (a) All other factors being equal, the person with the greatest longevity shall be granted the leave.

SECTION H

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

SECTION I

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

SECTION J

Except as expressly conditioned by the terms of this provision, an eligible teacher shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible teacher under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible teacher shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.

If a teacher fails to return from an unpaid leave during which the teacher received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the teacher was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the teacher and the Board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing

to the teacher. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

SECTION K

Childcare leave of up to one year shall be granted to a member of the bargaining unit upon written request for the purpose of care and custody of the teacher's newborn child.

The leave will commence at a time solely determined by the employee in consultation with her physician, provided that such date shall be at least thirty (30) days following the written request. Such request will indicate the termination date of the leave. In case of emergency, the thirty (30) day notice may be waived.

ARTICLE XI

TERMINATION OF SERVICES

SECTION A

A teacher who terminates employment with the school district under the provisions of retirement shall also be eligible for severance pay on the basis of pay for one-half ($\frac{1}{2}$) of the accumulated sick days in the leave bank not to exceed one hundred fifty (150) days. Coverage in group hospitalization will be in accordance with current contracts with underwriters and the premium shall be the responsibility of the retired employee. In case of death, the severance pay shall be paid to the estate of the employee. Retirement shall be defined according to the provisions of the Michigan Public School Employees Retirement System.

SECTION B

A teacher who terminates employment with the school district in a satisfactory manner, i.e., at least sixty (60) days' notice of termination and satisfactory record, shall be eligible for severance pay on the basis of pay for one-half ($\frac{1}{2}$) of the accumulated sick days in the leave bank, up to a maximum of sixty (60) sick days at $\frac{1}{2}$ pay.

SECTION C

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

SECTION D

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

ARTICLE XII

INSURANCE PROTECTION

SECTION A

The Employer agrees to provide to all teachers the following insurance benefits:

- The Board agrees to pay eighty percent (80%) of the total premium cost for up to Full Family MESSA Choices II with a prescription co-pay of \$10/\$20. The remaining 20 percent (20%) of the premium cost shall be borne by the teacher. Teacher shall not receive a health subsidy if they are already receiving these benefits through a spouse. This coverage shall remain in effect during the duration of this agreement.
- Subject to the preceding paragraph, members of the teaching staff may elect to receive Full Family MESSA Super Care 1 with the teacher's payment of the difference in the monthly premium between MESSA Super Care 1 and MESSA Choices II based upon the premium rates effective July 1, prior to the start of the school year. Super Care 1 will have an annual deductible of \$100/\$200 and a prescription co-pay of \$5/\$10.
- A teacher's payment of the difference in the monthly premium between MESSA Super Care 1 and MESSA Choices II will be made with pre-tax dollars to the extent allowed under State and Federal law.
- Dental Plan 80-80-50 MBL \$1,000
- Group Life Insurance of \$40,000 with AD & D
- Vision Plan VSP-3
- LTD*

Long-term disability insurance protection for teachers shall provide a benefit of 66 2/3 percent of the teacher's monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$5,000 (five thousand dollars) per month which shall begin upon the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
2. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty-four (24) months unless confined to a hospital or institution.

3. Offsets for other income benefits such as workers' compensation, retirement systems or plans and social security with social security freeze.
4. Maximum duration of benefits in the case of any one period of total disability up to age 65 for disabilities commencing prior to age 60, for a maximum period of thirty-six (36) consecutive months for disabilities commencing on or after age 60 but prior to age 65 and a maximum of twenty-four (24) consecutive months following the end of the qualifying period or age 70 whichever occurs first for disabilities commencing on or after age 65 but prior to age 70.

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

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

Teachers who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a cash payment of fifty dollars (\$50.00) each month or may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of fifty dollars (\$50.00) each month. The cash payment and optional benefit plan will be implemented through an IRC § 125 Plan as may be required by law to preserve the nontaxable status of the health insurance plan. The IRC §125 Plan will include provisions for dependent child care and medical expense reimbursement salary reduction accounts.

There shall be no change from the insurance plans prior to September 1, 1998. Should the plan be switched to a plan other than the insurance plans specified above, there will be no reduction or loss of any benefit or extent of coverages from those insurance plans in effect at the time of the switch.

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

The employer may obtain health insurance, dental insurance, life insurance, vision insurance, and/or long term disability insurance coverages at the standard specifications for minimum coverage specified above separately from other insurance companies or in a package in its discretion.

SECTION B

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

SECTION C

The Employer shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 following completion of the school year. Any teacher who takes a leave for reasons of health and/or child care (Art. X, Sec. A.1. and/or 2.) commencing during a school year, inclusive of the first work day of the school year, shall be continued on health insurance coverage only until six months after the commencement of the leave inclusive of Family and Medical Leave Act benefits. Teachers who terminate or take leave commencing during the school year otherwise shall have insurance coverage terminated at the end of the month in which the termination is effective or leave commences, except as may be required by law.

SECTION D

There shall not be any duplication of insurance premiums paid by the Board for coverage of bargaining unit employees. Where one employee can be designated as the insured and another employee as a covered dependent, the Employer shall not be obligated to pay more than one premium for the insurance coverage provided. The employee named as the insured and the employee named as the dependent shall be at the option of the employees involved. Where the bargaining unit employee is designated as the dependent for the health insurance coverage, that bargaining unit employee shall be eligible for the benefit provided to teachers who do not take the health insurance benefit.

ARTICLE XIII

TEACHER EVALUATION

SECTION A

The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated a minimum of two (2) times during the school year, once after two months following the teacher's commencement of service, and again not later than ninety (90) days prior to the end of the probationary year, which shall be the annual year-end performance evaluation. Tenure teachers shall be evaluated at least once in every year using the evaluation instrument in this Agreement's appendix which was jointly developed by the Association and the District.

SECTION B

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

SECTION C

Each observation shall be preceded by a pre-observation conference between the teacher and the evaluator. The purpose of this is to discuss what items the principal is evaluating in the particular observation. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work performance of a teacher shall be conducted openly and with

full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

SECTION D

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

SECTION E

A probationary teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the probationary teacher according to the requirements of the Michigan Teacher Tenure Act, MCL 38.71 *et seq.* Within the first sixty (60) work days after beginning work, a first year probationary teacher will be provided with information about general performance expectations and the criteria upon which the probationary teacher will be evaluated. In compliance with the requirements of the Michigan Teacher Tenure Act, MCL 38.71 *et seq.*, a probationary teacher's annual year end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least 60 days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. Also, in compliance with the Michigan Teacher Tenure Act, MCL 38.71 *et seq.*, the probationary teacher shall be provided with a final written evaluation report at the end of each probationary year. It shall include at least an assessment of the probationary teacher's progress in meeting the goals of his or her individualized development plan.

The final written evaluation report for a probationary teacher will be furnished to the Superintendent on or before sixty (60) days prior to the end of the probationary teacher's probationary year. A copy shall also be furnished to the teacher concerned. If the report contains any information not previously discussed with the teacher, or made known to the teacher, the probationary teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Superintendent shall advise the teacher of the reasons in writing with a copy to the union upon written request of the union or the teacher concerned, and the employer will be factual in its documentation of its reasons.

SECTION F

If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

SECTION G

The Board and the Association agree to continue a joint committee comprised of an equal number of representatives. The joint committee shall evaluate and revise the current teacher evaluation criteria and form to meet with requirements of MCL 380.1249 (student growth as a factor in teacher evaluation).

SECTION H

The remedy for failure of the employer to follow the procedural requirements of this Article shall be the removal/destruction of all reports, excluding records regarding unprofessional conduct, from the teacher's personnel file. In addition, the teacher's evaluation will be deemed satisfactory for that school year.

SECTION I

1. The measurement of student growth portion of the evaluation process shall include all of the following components that are applicable to a specific group:
 - A. Student work
 - B. Unit work
 - C. Local assessments
 - D. Department common assessments (pre and post)
 - E. MME Scale scores (grades 9-11)
 - F. Plan and explore
 - G. MEAP Scores
 - H. Graduation rates (grades 9-12)
 - I. ACT Work Keys (grade 11)
 - J. Student Performance Projects when used (grades 9-12)
 - K. Special Education
 - 1) IEP Goals
 - 2) MI-Access
 - 3) WRAT Achievement #3
 - 4) Woodcock Johnson

ARTICLE XIV

PROTECTION OF TEACHERS

SECTION A

The Employer recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Employer will relieve the teacher of responsibilities with respect to such pupil upon consultation and mutual arrangements between the teacher and the principal of the building.

SECTION B

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

SECTION C

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

SECTION D

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

SECTION E

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

SECTION F

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

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

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

SECTION G

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

SECTION H

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

ARTICLE XV

NEGOTIATION PROCEDURES

SECTION A

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

SECTION B

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

SECTION C

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

ARTICLE XVI

GRIEVANCE PROCEDURE

SECTION A

A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided. The following matters shall not be the basis of any grievance filed under the procedure set forth in this Article:

- a. The discharge or demotion of a tenure teacher when the teacher has elected to appeal the matter to the State Tenure Commission.
- b. The discharge or nonrenewal of a probationary teacher who has not completed one year of satisfactory service. This provision shall not be construed to preclude a grievance by a probationary teacher contending a violation of the terms of this Agreement related to the evaluation procedure.
- c. The content of any evaluation of a teacher and/or the content and development of an individualized development plan. This provision shall not be construed to preclude the review and consideration of the content of an evaluation and/or the content and development of an individualized development plan in any proceeding related to the discharge of a teacher.

SECTION B

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

SECTION C

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

SECTION D

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

SECTION E

If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, or eight (8) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) school days, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance, in writing, within ten (10) school days of such meeting, and shall furnish a copy thereof to the Union.

SECTION F

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

SECTION G

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement.

SECTION H

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

SECTION I

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

SECTION J

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

SECTION K

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

SECTION L

Protection of Grievant: If any individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Union and opportunity for a Union representative to be present and represent the grievant, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Union.

ARTICLE XVII

INTER-GROUP RELATIONS

SECTION A

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

SECTION B

The Union and the Employer agree that fully integrated school buildings and classrooms may produce better learning habits, environment, and improved relationships among all people.

ARTICLE XVIII

CONTINUITY OF OPERATIONS

SECTION A

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

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

SECTION B

1. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year, or portion thereof, unless said teacher shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff, provided that no teacher shall be laid off except at the end of the first semester or at the end of the school year.
2. In the event that reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used in determining the order of retention:
 - (a) Those teachers with the most seniority in the school district who possess a valid teaching certificate shall be retained in the positions available, provided that such certification is valid for assignment to the position and the teacher possesses the qualifications as defined by the Michigan Department of Education and the federal government to achieve “highly qualified” status for the available positions at the high school or middle school and said position is not claimed by a teacher with greater seniority who meets the certification and highly qualified requirements of this paragraph and provided that tenure teachers are retained over probationary teachers.
 - (b) If two or more teachers are found to have equal seniority and qualifications, the teacher to be retained shall be determined with the highest last four digits of his/her Social Security number being considered the most senior teacher.
3.
 - (a) In the event of layoff, the Employer will institute a recall procedure which, when implemented, will ensure teachers that they will be recalled in the reverse order of layoff provided that the certification and highly qualified requirements of paragraph 2 (a) are maintained.
 - (b) In the event of recall, the Employer shall notify a teacher of recall by registered letter at his/her last known address. A teacher shall have seven (7) calendar days from receipt of the letter to notify the Employer of his/her intent to return and must be able to return within fifteen (15) calendar days of said receipt. It is understood that failure of the teacher to meet the time limits above shall be considered the resignation of said teacher. This is not be construed as to prevent a teacher who has notified the Employer of his intent to return and who is eligible for use of the sick bank or for an approved leave from retaining employee status and the aforementioned rights.

In the event no receipt signed by the teacher is returned to the Employer within seven (7) calendar days, the Employer shall notify the Union. The Union and the Employer shall make all reasonable efforts to contact the teacher. If the teacher is not located within an additional seven (7) calendar days, fifteen (15) days from the date of the registered letter, the position shall be filled by the next senior member who is certified for that position from the layoff list. If the position cannot be filled from the layoff list, the position shall be declared vacant and shall be filled in accordance with the provisions of this Agreement.

If a teacher is not located within fifteen (15) days, said teacher shall be given thirty (30) days to notify the Employer that he/she is interested in a position and provide an address

through which he/she may be contacted. Until such notification, said teacher shall waive his/her seniority rights. Failure to notify within thirty (30) days shall be considered a resignation. If a teacher notifies the Employer as required above, said teacher shall be placed on the layoff list with all rights to which he/she was entitled under this article.

4. No new teachers shall be employed by the Employer while there are teachers of the district who are laid off, unless there is no laid off teacher with the proper certification and “highly qualified” status to fill a vacancy which is created by attrition.
5. It is understood that the duration of the right to recall after layoff for any teacher shall be equal to the number of years of employment with the Westwood Community School District, not to exceed five (5) school years, but shall be no less than two (2) school years in duration.

SECTION C

In the event this district shall be combined with one or more districts, the Employer and the Union will use its best effort to assure the continued recognition of the Union and the continued employment of its members in such consolidated district. The Union reserves all rights and privileges under applicable laws, rules, and regulations to assert its ability to be the recognized bargaining agent in any consolidated, successor, joint, or alter-ego employment relationship with another governmental entity or employer. Nothing in this Agreement shall serve as a waiver of future rights, claims, or defense by the Union in the event of consolidation, merger, reformation, or dissolution of the Employer school district.

SECTION D

The Local Government and School District Fiscal Accountability Act requires the parties to place a provision in this Agreement that states an emergency manager is authorized “to reject, modify, or terminate” this Agreement. The Employer and the Union acknowledge this legislation, however, the Union does not waive its rights to challenge the enforceability or legality of any unilateral action to compromise or alter provisions of this Agreement.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT

SECTION A

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

SECTION B

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

SECTION C

At the request of the Union, or on the Employer's initiative and with the approval of the Superintendent., arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so. Registration and course fees are not to be absorbed by the Board of Education.

SECTION D

The Employer and the Union jointly acknowledge the necessity of having each bargaining unit member attain proficiency in the use and educational adaptation of computer technology. Therefore, the Employer and the Union jointly encourage each bargaining unit member to obtain and successfully complete a regimen of training developed by the Technology Committee, which shall include the Deputy Superintendent and the District Director of the Union. The regimen shall reflect minimal and optimal technology training expectations for bargaining unit members. After January 1, 1997, bargaining unit members who have not attained successful completion of the minimal training expectations may be required by the Employer to undertake and successfully complete a development plan of minimum technology training expectations. All training shall be provided to the teacher by the Employer without cost.

SECTION E

The parties hereby acknowledge the requirement of Section 1526 of the School Code for each teacher during the first three (3) years of his or her employment in the classroom teaching to be assigned a mentor or mentors. A mentor shall be a master teacher, retired master teacher or college professor. At least one mentor shall be assigned to each eligible probationary teacher to provide professional support, instruction and guidance in a collegial relationship, during the period prescribed by law.

Acceptance of an assignment to be a mentor teacher of a bargaining unit member shall be voluntary. A mentor teacher assigned by the bargaining unit:

- a. Shall perform the responsibilities of a mentor teacher as prescribed by the Board.
- b. Will not be responsible for the formal evaluation of the teacher to whom he or she is assigned and will not be required to participate in the evaluation in any way.
- c. Will not provide any documentation, any written or verbal statements or opinions or any other expressions of opinion or observation for the teacher's personnel file or in any proceedings, hearing or meeting before the Board or its administration or in any contractual grievance proceedings regarding the instructional competency of the teacher to whom he or she is assigned except in the event that allegations of unlawful conduct are made concerning the probationary teacher of which the mentor teacher has direct knowledge.

ARTICLE XX

MAINTENANCE OF STANDARDS

SECTION A

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

SECTION B

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

ARTICLE XXI

ACADEMIC FREEDOM

SECTION A

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

SECTION B

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

ARTICLE XXII

CURRICULUM COUNCIL

SECTION A

An advisory curriculum council is hereby established by the Employer and the Union for the Westwood Community Schools to study, evaluate, and make recommendations to the Superintendent of Schools

concerning curriculum study and revision. The purpose of the council shall be to promote continuity in the development and appraisal of the instructional program, kindergarten through twelfth grade.

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

SECTION B

Curriculum council shall consist of:

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

SECTION C

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

These councils:

1. Shall serve as channels of communication throughout the district to relate the needs and exchange the ideas of teachers relevant to curriculum.
2. Each council shall have a chairman and a recorder.
3. Each council shall have the authority to form committees for special needs.

4. Recommendations made by these councils shall be forwarded directly to the Assistant Superintendent of Curriculum who shall be an ex-officio member of each council. The Assistant Superintendent of Curriculum shall forward these reports to the Employer with his recommendations.

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

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

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

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

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

Each council shall determine its procedures for efficient operation.

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

SECTION D

The function of the Curriculum Council under Article XXIII is to be performed by the Curriculum Committee as established through the School District's school improvement process as implemented during the 1995-96 school year. Further, the performance of this function by the Curriculum Committee through the School District's school improvement process does not constitute any violation of this Agreement or any violation of the bargaining obligation between the parties pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et seq.*

ARTICLE XXIII

DURATION OF AGREEMENT

SECTION A

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 31st day of August, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SECTION B

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

SECTION C

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

SECTION D

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

UNION

EMPLOYER

President, Wayne County MEA/NEA
John Mitroka

Superintendent, Westwood Community Schools
Sue C. Carnell

Bargain Chairperson, Wayne County MEA/NEA
John Mitroka

President, Board of Education
Westwood Community Schools

District Director, Wayne County MEA/NEA

Secretary, Board of Education
Westwood Community Schools

District Negotiator, Wayne County MEA/NEA

**Appendix A
Bachelors and Masters Salary Schedule
2010-2011**

<u>BA Step</u>	<u>2010-2011</u>	<u>10% Reduction 2011-2012</u>
<u>1</u>	<u>41,445</u>	<u>37,301</u>
<u>2</u>	<u>42,958</u>	<u>38,662</u>
<u>3</u>	<u>44,734</u>	<u>40,261</u>
<u>4</u>	<u>46,709</u>	<u>42,038</u>
<u>5</u>	<u>49,605</u>	<u>44,645</u>
<u>6</u>	<u>53,499</u>	<u>48,149</u>
<u>7</u>	<u>56,879</u>	<u>51,191</u>
<u>8</u>	<u>60,468</u>	<u>54,421</u>
<u>9</u>	<u>64,513</u>	<u>58,062</u>
<u>10</u>	<u>70,848</u>	<u>63,763</u>

<u>MA Step</u>	<u>2010-2011</u>	<u>10% Reduction 2011-2012</u>
<u>1</u>	<u>47,166</u>	<u>42,449</u>
<u>2</u>	<u>48,717</u>	<u>43,845</u>
<u>3</u>	<u>49,832</u>	<u>44,849</u>
<u>4</u>	<u>52,075</u>	<u>46,868</u>
<u>5</u>	<u>54,033</u>	<u>48,630</u>
<u>6</u>	<u>57,545</u>	<u>51,791</u>
<u>7</u>	<u>61,593</u>	<u>55,434</u>
<u>8</u>	<u>65,633</u>	<u>59,070</u>
<u>9</u>	<u>70,139</u>	<u>63,125</u>
<u>10</u>	<u>76,653</u>	<u>68,988</u>
<u>11</u>	<u>87,000</u>	<u>78,300</u>

The parties have agreed that those who are eligible to receive step increases shall receive them for 2012-2013 only. There shall be no step increases for 2011-2012 and 2013-2014.

If the School District maintains a positive fund balance at the end of the 2013-2014 school year which is sufficient to cover the increase in wages and payroll costs, then the 2009-2010 second semester wage scale will become the starting point for negotiations for the 2014-2015 CBA.

APPENDIX B

AUXILIARY PAY STIPENDS - ATHLETIC ASSIGNMENTS

		Effective August 1, 2011
FOOTBALL	Head Coach	3,568.50
	Varsity Assistant	2,259
	Varsity Assistant	2,259
	Varsity Assistant	2,259
	Reserve Coach	2,259
	Assistant Reserve Coach	2,067
	Assistant Reserve Coach	2,067
	7/8th Head	2,003.25
	Assistant 7/8th Coach	1,797
BASKETBALL (Boys/Girls)	Head Coach	3,568.50
	Reserve Coach	2,259
	Freshman Coach	1,998
	7/8th Grade Coach	1,793.25
BASEBALL	Head Coach	2,548.50
	Reserve Coach	1,998
	7/8th Grade Coach	1,793.25
TRACK (Boys/Girls)	Head Coach	2,548.50
	Assistant	1,998
	7/8th Grade Coach	1,793.25
SWIMMING	Head Coach	2,548.50
	7/8th Grade Coach	1,793.25
CROSS COUNTRY (Boys/Girls)	Coach	1,998
TENNIS	Coach	1,998
WRESTLING	Head Coach	2,553.75
	Reserve Coach	2,003.25
VOLLEYBALL	Head Coach	2,548.50
	Reserve Coach	1,998
	7/8th Grade Coach	1,793.25
SOFTBALL	Head Coach	2,548.50
	Reserve Coach	1,998
	7/8th Grade Coach	1,793.25
SOCCER	Head Coach	2,548.50
	7/8th Grade Coach	1,793.25
GOLF	Head Coach	2,553.75
ATHLETIC TICKET MANAGER		957.75
CHEERLEADING SPONSORS - FOOTBALL/BASKETBALL		
HIGH SCHOOL		2,548.50
MIDDLE SCHOOL		1,066.50

APPENDIX C

AUXILIARY PAY STIPENDS

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

	Effective August 1, 2011
Club Sponsors	200
Freshman Class Sponsor	1,241
Junior Class Sponsor	1,241
Safety and Service Squad - Each building does their own.	150
Senior Class Sponsor	1,508
Sophomore Class Sponsor	1,241
Student Council – Middle	750
Student Council - Senior High	1,125
Yearbook Sponsor	1,793
Interact/Community Service Coordinator	1,241
Teachers shall be paid per hour as program indicates, in addition to contracted salary for time spent in the following activities:	28.00
\$ summer school	
\$ homebound instruction	
\$ summer curriculum studies program	

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

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

APPENDIX D

STATEMENT OF PROCEDURE FOR PAYROLL DEDUCTIONS

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

Payroll Procedures:

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

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

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

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

The Employer shall forward payroll deductions to the Michigan Educational Credit Union on the same day payroll is given to teachers.

APPENDIX E

DEFINITIONS

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

APPENDIX F

IMPLEMENTATION OF AUXILIARY PAY STIPENDS

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

APPENDIX G

**Westwood Community School District
Calendar for 2011-12**

(May be subject to change)

DATE	EVENT
September 6	All students full day (except Kindergarten)
September 7	All students full day (except Kindergarten)
September 8	Grades 1 – 12 full day ½ day Kindergarten
September 9	All student, grades K – 12, full day
September 12	Curriculum Day – All students 1 hour early dismissal, 2 hour curriculum meeting for staff.
October 10	No classes for students Full day PD for staff
October 11	MEAP testing window opens
October 28	MEAP testing window closes
November 4	End of 1 st quarter
November 8	Election Day – No school for students – ½ day PD ½ day records
November 17	Parent/Teacher conferences ½ day for students Evening conferences
November 18	Parent/Teacher conferences ½ day for students Afternoon conferences
November 24	Thanksgiving Day – All Schools Closed
November 25	Thanksgiving Friday – All Schools Closed
December 12	No classes for students; Full day PD for staff
December 23	½ day for students
December 26 – Jan 6	Holiday Break – All Schools Closed
January 9	Classes Resume
January 16	Martin Luther King, Jr. – All Schools Closed
January 19	1 st Semester Exams High School ½ day for students ½ day PD for Elementary/Middle Schools staff
January 20	End of 1 st Semester Exams High School ½ day for students ½ day records day

January 23	Start of 2 nd Semester
February 6	No classes for students; Full day PD for staff
February 20 – 24	All schools closed – Mid-Winter Break
February 27	Classes Resume
March 6	No classes for students; Full day PD for staff 11 th grade MME testing at High Schools
March 7	½ day for grades 9, 10, 12 11 th grade MME testing at Robichaud
March 8	½ day for grades 9, 10, 12 11 th grade MME testing at Robichaud
March 30	End of 3 rd Quarter – ½ day for students ½ day Records day
April 6 – 13	Spring Break
April 16	Classes Resume
April 20	½ day all students ½ day Parent/Teacher Conferences 1 hour extension for staff
May 8	Election Day – No school for students ½ day PD for staff ½ day Staff Bids
May 28	Memorial Day – All Schools closed
June 6	½ day for students
June 7	½ day for students – Last day for students
June 8	Records Day – Last Day for Teachers

APPENDIX G (continued)

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

The student instruction days to be rescheduled will be rescheduled as one-half ($\frac{1}{2}$) instruction days unless more time is needed to meet the yearly hours of required instruction. The days shall be rescheduled first on scheduled records days, if available. Otherwise, the canceled student instruction day will be rescheduled by the addition of one weekday date of student instruction for each canceled student instruction day to be rescheduled following the last scheduled day of school. The Employer and the Union may consult and mutually agree to vary from the rescheduling arrangements set forth herein.

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

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

APPENDIX H
WESTWOOD COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANCE NO. _____

BUILDING _____ DATE FILED _____

NAME OF GRIEVANT _____ ASSIGNMENT _____

STEP 1

A. DATE CAUSE OF GRIEVANCE OCCURRED _____

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

RELIEF SOUGHT _____

SIGNATURE _____ DATE _____

C. DISPOSITION OF PRINCIPAL _____

SIGNATURE _____ DATE _____

D. POSITION OF ASSOCIATION _____

SIGNATURE _____ DATE _____

APPENDIX H

**WESTWOOD COMMUNITY SCHOOL DISTRICT
GRIEVANCE FORM**

STEP II

A. DATE RECEIVED BY SUPERINTENDENT _____

B. DISPOSITION OF SUPERINTENDENT _____

SIGNATURE _____ DATE _____

C. POSITION OF ASSOCIATION _____

SIGNATURE _____ DATE _____

STEP III

A. DATE SUBMITTED TO ARBITRATION _____

B. DISPOSITION AND AWARD OF ARBITRATOR _____

SIGNATURE _____ DATE _____

**WESTWOOD COMMUNITY SCHOOLS
AND
WAYNE COUNTY MEA-NEA**

MEMORANDUM OF UNDERSTANDING

Re: HOUSSE

This Memorandum of Understanding is entered into by and between the Board of Education of the Westwood Community Schools, hereinafter "Board," and the Wayne County MEA-NEA, hereinafter the "Association," as follows:

The Board and the Association will appoint a four-member committee (two selected by the Board and two selected by the local Association) who, by majority vote, will determine whether teachers meet "highly qualified" status according to the High-Objective Uniform State-Standard of Evaluation (HOUSSE) developed and adopted by the Michigan Department of Education for use in Michigan Public School Districts. In cases where the committee determines teachers are not "highly qualified," it will provide the rationale for its determination.

In the event that the provisions and requirements set forth by the Michigan Department of Education with respect to the HOUSSE are amended or repealed, this memorandum will be amended or repealed accordingly.

This Memorandum of Understanding is entered into this _____ day of August 2005 by and between the Board and the Association whose authorized representatives have affixed their signatures attesting thereto as follows:

WESTWOOD COMMUNITY SCHOOLS

WAYNE COUNTY MEA/NEA

By: _____

**WESTWOOD COMMUNITY SCHOOL DISTRICT
LETTER OF AGREEMENT PROPOSAL FOR
FIVE (5) BANKED LEAVE DAYS TO COMPLY WITH
DEFICIT ELIMINATION PLAN
March 7, 2011**

**LETTER OF AGREEMENT
between the
WESTWOOD COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION
and the
WESTWOOD EDUCATIONAL ASSOCIATION, WC – MEA/NEA**

1. Purpose.

The District and the Association recognize that the Michigan Department of Education (MDE) has required the District to submit a revised Deficit Elimination Plan to address the District's deficit. The MDE has required the District to demonstrate \$1.6 Million in savings this year, and the District has shown reductions of \$1.3 Million in areas other than the teachers, including probable outsourcing of non-instructional services. The purpose of this Letter of Agreement is to demonstrate to the MDE compliance by the District and the Association with the revised Deficit Elimination Plan.

2. Relationship to Collective Bargaining Agreement.

The District and the Association agree that the members of the Association shall forego payment for five (5) days computed at the per diem rate specified in the collective bargaining agreement. The five (5) days of foregone payment shall take place on the following dates for those members who have elected to receive 26 pays per year: March 25, 2011, April 22, 2011; May 20, 2011; June 17, 2011; and July 1, 2011. For those members who have elected to receive 21 pays per year, one day shall be foregone for the March, April and May dates, but two days shall be foregone on the June 17, 2011. Notwithstanding any provisions of Article XI of the collective bargaining agreement or any other conflicting provisions of the collective bargaining agreement, the five (5) days would be "banked" and paid off at the then-prevailing per diem rate of pay when the first of either occurs: (1) the teacher retires or leaves the District, or (2) the District maintains a fund equity of \$750,000 dollars at the end of a fiscal year.

This Letter of Agreement shall become void and of no effect if the parties are unable to reach an agreement for a collective bargaining agreement covering the period from August 31, 2010 to August 31, 2012 by June 30, 2011.

**BOARD OF EDUCATION
WESTWOOD COMMUNITY
SCHOOL DISTRICT**


By: SUE C. CARNELL
Its: SUPERINTENDENT
Date: MARCH 8, 2011

**WESTWOOD EDUCATION
ASSOCIATION, WC – MEA/NEA**


By: Jordan Harris
Its: Wayne County UniServ Director
Date: March 17, 2011

PORTFOLIO ASSESSMENT RECORD

TO BE COMPLETED BY THE TEACHER AND SUBMITTED TO THE DISTRICT SCHOOL IMPROVEMENT TEAM. COMPLETE A SEPARATE FORM FOR EACH SUBJECT AREA PERFORMANCE TO BE ASSESSED AS MEETING THE "HIGHLY QUALIFIED" STANDARD.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: () _____ SCHOOL PHONE: () _____

E-MAIL: _____

I HOLD AT LEAST A BACHELOR'S DEGREE FROM _____
(COLLEGE OR UNIVERSITY)

AN APPROVED TEACHER PREPARATION INSTITUTION.

TYPE OF CERTIFICATE:

_____	PROVISIONAL CERTIFICATE	_____	PERMANENT CERTIFICATE
_____	TEMPORARY VOCATIONAL AUTHORIZATION	_____	CONTINUING CERTIFICATE
_____	PROFESSIONAL EDUCATION CERTIFICATE	_____	LIFE CERTIFICATE
_____	OCCUPATIONAL EDUCATION CERTIFICATE	_____	OTHER
_____	FULL VOCATIONAL AUTHORIZATION		

IF OTHER, PLEASE GIVE SPECIFIC NAME OF CERTIFICATE: _____

MY MICHIGAN CERTIFICATE IS: _____ ELEMENTARY _____ SECONDARY

ENDORSEMENTS ON MY CERTIFICATE ARE: (PLEASE LIST):

SECTION I - COLLEGE LEVEL COURSEWORK IN THE CONTENT AREA

LIST THE COURSES AND NUMBER OF SEMESTER HOURS.

(COURSES MAY HAVE BEEN COMPLETED AS A PLANNED PROGRAM OR SEPARATE COURSEWORK AT ANY TIME, UNDERGRADUATE OR GRADUATE). INCLUDE A BRIEF DESCRIPTION OF COURSE CONTENT EMPHASIZING THIS SUBJECT AREA, OR ATTACHED TRANSCRIPTS, IF NEEDED. USE ADDITIONAL PAGE AS NECESSARY.

POINTS: 10 POINTS X THE NUMBER OF SEMESTER HOURS OF COURSEWORK IN SUBJECT AREA.

NOTE: AT LEAST 10% OUT OF A TOTAL OF 100 POINTS MUST BE DOCUMENTED TO DEMONSTRATE COMPETENCY IN THIS SECTION. TOTAL POINTS _____

SECTION III - CONTENT SPECIFIC PROFESSIONAL DEVELOPMENT ACTIVITIES (WITHIN LAST FIVE YEARS)

LIST CONTENT SPECIFIC PROFESSIONAL DEVELOPMENT ACTIVITIES AND THE YEAR YOU PARTICIPATED IN THE ACTIVITY. INCLUDE A BRIEF DESCRIPTION OF THE ACTIVITY'S EMPHASIS ON THE SUBJECT CONTENT, IF NEEDED. USE ADDITIONAL PAGES AS NECESSARY.

POINTS: 10 POINTS PER YEAR PER DOCUMENTED ACTIVITY.

NOTE: AT LEAST 10% OUT OF A TOTAL OF 100 POINTS MUST BE DOCUMENTED TO DEMONSTRATE COMPETENCY IN THIS SECTION. TOTAL POINTS _____

SECTION IV - SERVICE TO THE CONTENT AREA (WITHIN LAST FIVE YEARS)

LIST CONTENT SPECIFIC SERVICE AND THE YEAR IN WHICH YOU FULFILLED THE SERVICE. INCLUDE A BRIEF DESCRIPTION OF THE SERVICE EMPHASIZING THE SUBJECT CONTENT, IF NEEDED. USE ADDITIONAL PAGES AS NECESSARY.

POINTS: 10 POINTS PER YEAR PER DOCUMENTED ACTIVITY

NOTE: AT LEAST 10% OF THE TOTAL OF 100 POINTS MUST BE DOCUMENTED TO DEMONSTRATE COMPETENCY IN THIS SECTION. TOTAL POINTS _____

GRAND TOTAL POINTS _____

NOTE: AT LEAST 10% OUT OF A TOTAL OF 100 POINTS (OR 10 POINTS) MUST BE DOCUMENTED IN EACH OF THE FOUR SECTIONS AND THE TOTAL OF THE FOUR SECTIONS MUST BE 100 POINTS OR MORE TO BE ASSESSED AS HIGHLY QUALIFIED IN THIS SUBJECT/CONTENT AREA.

REFLECTION (MANDATORY)

WRITE A REFLECTION ON HOW YOUR TEACHING EXPERIENCE, CONTENT COURSEWORK, SERVICE TO THE CONTENT AND PARTICIPATION IN PROFESSIONAL DEVELOPMENT ACTIVITIES IN THE CONTENT HAVE BEEN TRANSLATED INTO IMPROVEMENT OF YOUR TEACHING PRACTICE AND/OR CLASSROOM INSTRUCTIONAL STRATEGIES:
