

# Agreement

between

# W-WEA

**Wayne-Westland  
Education Association**

and the

**Board of Education**

Wayne-Westland Community Schools

**SEPTEMBER 2, 2006-  
AUGUST 25, 2008**

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

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This Agreement entered into on the 10th day of April, 2006, by and between the Board of Education of the Wayne-Westland Community Schools of Westland, Michigan, hereinafter called the "Board" and the Wayne-Westland Education Association hereinafter called "Association".

## **WITNESSETH**

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

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

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

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

It is hereby agreed as follows:

## **ARTICLE 1**

### **Recognition**

#### **1.1**

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

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

**1.2**

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

**1.3**

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

**1.4**

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

**1.5**

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

**1.6**

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

**ARTICLE 2**  
**Association and Teacher Rights**

**2.1**

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will neither directly nor indirectly discourage, deprive, or coerce any teacher

in the enjoyment of any rights covered by Act 379 of the Public Acts of 1965, laws of the State of Michigan and the United States; nor discriminate against any teacher with respect to hours, wages, or terms and conditions of employment by reasons of his/her membership in the Association, participation in any activities of the Association, participation in collective professional negotiations, or the institution of any grievance, complaint, or proceeding under this Agreement.

## **2.2**

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

## **2.3**

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

## **2.4**

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

## **2.5**

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

## **2.6**

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

## **2.7**

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

## **2.8**

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

## **2.9**

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

## **2.10**

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

## **2.11**

Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. None of the aforementioned activities shall disrupt normal school operations.

## **2.12**

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



**2.13**

No teacher shall be disciplined or discharged by the Board without just cause, with the exception of the termination or non-renewal of a probationary teacher prior to his/her third year of teaching in the District.

**2.14**

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

**2.15**

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

**2.16**

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

The W-WEA and the Board will follow all procedures as outlined in the Bullard-Plawecki Employee Right to Know Act, Act No. 397 of the Public Acts of 1978 MCLA 423.501 - 423.512. A teacher's personnel file may not contain a reprimand in excess of three years provided no additional reprimand occurs during the said three year period.

**2.17**

Wednesday afternoon following the teacher's regular work day shall be reserved for Association meetings. Teachers representing the Association as Executive Board members, Governing Board members, Grievance Committee members, and Bargaining Team members shall be allowed to leave their respective building five (5) minutes after the close of the pupils' instructional day, except for school business which cannot be delayed. This dismissal time will not exceed two (2) meetings per month.

**2.18**

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

**2.19**

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

**ARTICLE 3**  
**The School District's Rights**

**3.1**

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

**ARTICLE 4**  
**Membership, Fees and Payroll Deductions**

**4.1**

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

**4.2**

**Agency Shop - Mandatory Deductions**

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties join the Association, or pay a Service Fee to the Union, equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall,

pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member.

#### 4.3

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

#### 4.4

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

#### 4.5

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

#### 4.6

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

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

3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

## **ARTICLE 5**

### **Teaching Hours and Class Loads**

#### **5.1**

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

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

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

#### **5.2**

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

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

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

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

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

### 5.3

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

### 5.4

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

### 5.5

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

1. Seven half days for teacher planning and preparation
2. Three half days for records
3. Four full days for inservice/professional development

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

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

### 5.6

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

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

To insure time for high school teachers to evaluate students and programs, to plan and prepare for instruction, and to receive additional inservice training/professional

development, the District shall place nine (9) days into the calendar for these purposes. The days shall be allocated in the following manner:

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

#### **5.7**

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

#### **5.8**

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

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

#### **5.9**

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

#### **5.10**

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

#### **5.11**

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

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

### 5.12

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

### 5.13

1. All special area teachers shall receive a minimum of 250 minutes of preparation time per week. Of these 250 minutes, they will at least receive one 20 minute block per day.
2. Morning special area classes shall begin no earlier than 5 minutes after the beginning of the instructional day. All other special area classes shall have a minimum of five minutes between each class, except for physical education afternoon sessions.
3. Special area teachers shall teach no more than the equivalent of six 50 minute classes per day.
4. When possible, the special area administrator shall continue to honor the teacher's choice in making building assignments and will attempt to schedule teachers into no more than two (2) buildings.
5. The regular classroom teacher, the special area teacher, the building administrator, and the General Education Department must mutually agree to any deviation from the contract regarding the scheduling of K-5 special area classes.  
  
The General Education Department will forward a copy of any such deviation to the Association.
6. Adequate travel time shall be provided with said time to coincide with the specific instance of travel, unless said travel time will reduce the teacher's schedule below thirty class sections. In such cases, travel time shall be granted at other time(s) in the schedule. Travel time required during lunch and/or planning time will be compensated at the prorated travel time 2% rate.
7. Open class times of the teachers of elementary art, vocal music, physical education, life skills, and media will be to work on the enhancement of their respective programs collaboratively in individual classrooms and for the building as a whole. These open class times are not intended to be used to provide additional planning time for the classroom teacher.

## ARTICLE 6 Teaching Conditions

### 6.1

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

### 6.2

The following guidelines for class size shall not be exceeded except when unusual circumstances, such as instructional innovations, limitations of available facilities, or other valid reasons dictate otherwise.

Effective with the 2006-2007 school year, class sizes will be as follows:

#### A. Elementary

In the kindergarten, the class size shall be limited to 26 pupils. Class sizes for grades 1, 2, and 3 shall be limited to 27 students. The class size for fourth and fifth grade classes shall not exceed 31 students.

The District, furthermore, shall not exceed the following stated limits for elementary split level classes:

Grades 1-2	22 pupils
Grades 2-3	22 pupils
Grades 3-4	24 pupils
Grades 4-5	26 pupils

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

The Board shall rectify any overloads in the following manner:

On the first day of the second week of school, an elementary classroom teacher who has a class in excess of the maximum in the contract, shall receive \$5.00 per day (\$2.50 per half-day kindergarten session), per overload



student to relieve his/her situation temporarily. This rectification of overloads shall continue until the first day of the fifth week of school, unless the District decides to provide an additional teacher to relieve the situation.

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

1. Elementary classes that exceed the maximum by five (5) or more students shall necessitate an additional teacher.
2. For classes that exceed the maximum by one (1), two (2), three (3) or four (4) students, the affected classroom teacher may select from one of three reliefs:
  - a. The affected classroom teacher will receive a full time overload aide. This overload aide will accompany and remain with the students during their special area classes.
  - b. The affected classroom teacher will receive \$5.00 per day (\$2.50 per ½ day kindergarten session), for the first overload student and \$10 per day (\$5.00 per ½ day kindergarten session), per student for the second, third and fourth overload student.
  - c. The classroom teacher may elect to receive no more than \$600.00 for the purchase of instructional materials and equipment to be utilized in the classroom. The affected classroom teacher will receive \$300.00 for the first semester and an additional \$300.00 for the second semester if the overload continues to exist at that time.

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

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

Effective with the 2007-2008 school year, class sizes will be as follows:

A. Elementary

In the kindergarten, the class size shall be limited to 27pupils. Class sizes for grades 1, 2, and 3 shall be limited to 28 students. The class size for fourth and fifth grade classes shall not exceed 32 students.

The District, furthermore, shall not exceed the following stated limits for elementary split level classes:

Grades 1-2	23 pupils
Grades 2-3	23 pupils
Grades 3-4	25 pupils
Grades 4-5	27 pupils

#### B. Middle Schools

Effective with the 2006-2007 school year, the class sizes shall be limited to 32 students.

Class size for physical education and music classes is 40.

If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first four students over 32 students.

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

No individual class may exceed four (4) students over the class size limit with the exception of Music and P.E. classes identified above.

Effective with the 2007-2008 school year, the class sizes shall be limited to 33 students.

Class size for physical education and music classes is 40.

If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first four students over 33 students.

#### C. High Schools

Effective with the 2006-2007 school year, class sizes shall be limited to a maximum of 33 pupils, with the exceptions of the following conditions:

1. All industrial arts/technology classes shall be limited to 30 pupils.
2. Building Trades II classes shall generally be limited to 22 pupils.

3. All art classes shall be limited to 32 pupils.
4. Science laboratory class sizes shall be limited to 32 students.
5. All English classes whose primary purpose is the teaching of composition skills shall be limited to 30 students and those 9th and 10th grade required core communication arts classes that combine both composition and literature shall be limited to 32 students.
6. Computer classes shall be limited to 32 pupils with no more than 2 students per computer.
7. Online classes will be monitored by the Media Specialist .
8. All life skills laboratory classes shall be limited to 32 students.
9. Class size for physical education and music classes is 40.  
If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first four students over 33 students.
10. Beginning with the first Monday following the fourth week of School and for any overload situation occurring thereafter, the district shall rectify the overload situation by paying the affected classroom teacher \$2 per overload, per hour, per day.

No individual class may exceed four (4) students over the class size limit.

Effective with the 2007-2008 school year, class sizes shall be limited to a maximum of 34 pupils, with the exceptions as noted above.

Class size for physical education and music classes is 40.  
If mutually agreed upon by the Association and the District, Special types of classes such as physical education and music may exceed class size. Physical education and music teachers will be eligible for payments equivalent to overload payments for the first four students over 34 students.

**6.3**

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

**6.4**

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

**6.5**

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

**6.6**

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

**6.7**

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

**6.8**

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

**6.9**

Properly maintained parking facilities shall be made available for school personnel during the school hours. School buildings will be cleaned on a scheduled basis and

the responsibilities for said cleaning rests with the administration. The cleaning schedule of respective buildings will be posted in an appropriate location. The cleaning needs of kindergarten and Center Program classrooms will be recognized in establishing cleaning schedules of respective buildings.

#### **6.10**

The Board shall provide:

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

#### **6.11**

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

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

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

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

condition of the building dictates, be reassigned to other buildings for the duration of the emergency.

Teachers will not be required to search for explosives.

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

## **6.12**

### **Professional Responsibilities**

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

## **6.13**

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

## **6.14**

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

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

**6.15**

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

**6.16**

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

**6.17**

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

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

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

## **ARTICLE 7**

### **Professional Qualifications and Assignments**

**7.1**

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

The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this prime responsibility and the manner in which it may be fulfilled. The Association shall be notified of any such action.

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

## 7.2

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

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

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

## 7.3

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

## 7.4

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



assignment within a department, and building(s). The notice for elementary special area teachers and others assigned from Central Office, such as Learning Consultants, shall include building(s) assigned.

- A. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment will only be made upon prior consultation with the affected teacher, when possible, and only for reasonable and just cause.
- B. In the event that changes in a teacher's June assignment as to building are made after the June date, such changes shall be considered as involuntary transfers and shall be governed by Article 8.5 as herein provided.
- C. In the event that changes in a teacher's June assignment as to grade level or department or, in cases of Special Education personnel, assignment within a department and/or building are made after the June date, such changes shall be considered an involuntary transfer and shall be governed by Article 8.4 as herein provided.
- D. In the event the number of sections in a grade level(s) within an elementary building decrease, the affected teachers may change grade levels on a voluntary basis. If a voluntary reassignment cannot be reached, the affected teacher(s) in the reduced grade level(s) shall have preference to remain in his/her current grade level(s) in descending order of seniority except for just cause.
- E. In cases of changes described above teachers shall be promptly notified, and when possible, consulted in advance of any change.
- F. Contracted teachers temporarily assigned as a substitute shall receive all rights and benefits of the collective bargaining agreement.
- G. The majority of students in a split level class will determine a teacher's grade level assignment within the building pursuant to this article.

#### **7.5**

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

1. The final determination for an exchange will be made by the Employee Services Division.
2. Teachers wishing to teach in another assignment for one year would so indicate by contacting the Employee Services Division, in writing, with copies to their building principal and union.

3. Consideration would be given to date of request, applicable certification and finding two exchanges that are acceptable.
4. At the end of the year, teachers return to their home base building without loss of seniority or benefits as outlined in the Wayne-Westland Education Association Contract.
5. If a layoff or attrition occurs during an exchange, the exchange teacher will be shown at his/her home base school.
6. The exchange is voluntary and both teachers must agree.
7. It is preferable to apply in pairs, but not necessary.
8. Teachers participating in an exchange shall forego any voluntary transfers under Article 8 during the year/s of their exchange. Likewise, teachers accepting a transfer under Article 8 cannot participate in an exchange.
9. A deadline for applying to be an exchange teacher will be determined yearly by the Employee Services Division.
10. Should all parties involved agree to a second consecutive year of exchange the exchange will become permanent.

## **7.6**

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

1. It is expressly understood that the pairing or part time single assignment shall not occur, if it results in the layoff, involuntary transfer, or the attrition from a building of a full time teacher or if it prevents the recall of a laid off teacher.
2. Only teachers with two or more years of service in the Wayne-Westland Community School District shall be eligible for twinning.
3. To be eligible for consideration under this article, teachers must inform the Employee Services Department, in writing, by April 1. Assignments will be normally finalized by June 1, and teacher selection will be determined by certification and seniority.

4. Teachers may request who their partner may be for the joint position. A teacher may also apply on an individual basis.
5. If twinning occurs between two elementary teachers, the position of the paired team shall be the building position of the more seniored teacher.
6. Positions vacated by a member of the paired team shall be considered for pairing for purposes of filling other requests under this article. Subsequent vacancies will be filled by a laid off teacher or posted, as the case may be.
7. The twinning position shall be effective for one school year. Individuals, however, may initiate a request to continue their pairing or part time assignment for an additional year. However, teachers granted a third consecutive year of twinning will relinquish their current assignment rights.
8. At the conclusion of the school year, all teachers will return to the full time assignment they held the previous year prior to participating in the twinning program.
9. The building principal will have the opportunity to interview teachers who wish to twin in his/her building.
10. Requests for leaves of absences shall be granted, contingent upon replacement.
11. All other articles of the Master Agreement shall remain in full force and effect.
12. The first year, an employee twinning will receive a full year of seniority. If twinning is done for a second year or more, seniority will be provided at a rate equal to the time worked while twinning.
13. Twinning rotations for middle and high school shall be:
  - a. Semester
  - b. 60% full year
  - c. 40% full year
  - d. 60% Teacher A - 40% Teacher B full year
  - e. 60% Teacher A - 40% Teacher B semester
14. Twinning rotations for elementary shall be:
  - a. Semester
  - b. Half days K-6

- c. Half time Kdg (singleton) With regard to 14 (b), the involved teacher(s) and the principal will develop a starting and ending schedule for the equal distribution of work. If no agreement can be reached between the teacher(s) and the principal, the matter shall be referred to the Employee Services office and the Association for final disposition.

15. The program will operate on a cost basis as follows:

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

- a. Those enrolled in either full family, individual/spouse, or individual health insurance will have their premiums prorated.

The amount to be paid by the Board will be determined by the percentage of time worked by the individuals.

- b. Those enrolled in both full family, individual/spouse, or individual health insurance and Delta Dental Plan Auto + will also pay the premium difference between Delta Dental Plan C and Plan Auto +.

## **ARTICLE 8**

### **Vacancies, Promotions, and Transfers**

#### **8.1**

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff which provide opportunity for promotion shall be posted on a designated bulletin board in each building along with a copy of such posting to the W-WEA. Positions as above described shall be posted at least ten (10) school days prior to being filled. Teachers may apply for such positions by submitting a written application to the Employee Services Office.

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

One W-WEA Building Representative in each building will receive a copy of each posting.

## 8.2

There shall be no less than two postings per calendar year for transfers, one prior to the layoff/placement process each spring and one four weeks prior to the date all teachers are to report for work at the beginning of each school year.

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

All postings shall be for at least ten (10) days and will be filled in accordance with Article 8.1.

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

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

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

## 8.3

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

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

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

**8.4**

Involuntary transfers may be effected only for reasonable and just cause. Ten (10) days prior to the effectuation of said involuntary transfer the Superintendent shall inform the affected teacher and the Association of the reasons for the transfer, except if the transfer results in the recall of a laid off teacher.

**8.5**

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

**8.6**

Recalled teachers or new hires filling vacancies during the school year shall have no current assignment rights for that position.

**8.7**

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

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

**8.8**

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

**ARTICLE 9**  
**Illness/Disability, Jury Duty**

**9.1**

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

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

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

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

## **9.2**

Sick leave may be used for:

- a. Bona fide incapacity to report for and discharge duties, including disabilities relating to pregnancy.
- b. Death in the family (husband, wife, children, parents, grandchildren, close relative and close associates).
- c. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two days is subject to administrative review and determination.
- d. Emergency visits to doctor or clinic.

## **9.3**

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

## **9.4**

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

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

## 9.5

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



**9.6**

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

**9.7**

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

**9.8**

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

**9.9**

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

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

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

**ARTICLE 10**  
**Personal Business**

**10.1**

Teachers shall be allowed up to three (3) days per year for absences of a personal nature. Except in cases of extreme emergency or circumstances beyond the teacher's control (excluding travel by commercial carrier), absences immediately before or after a holiday will not be valid under this section. Prior notice, when possible, will be given.

Personal business leave cannot be used for the opening day of the firearm deer season, or on any day on which an Open House or Professional

Development/Inservice is scheduled, or for any time during which Parent/Teacher Conferences are held.

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

Exceptions under this article may be granted in advance only by the Employee Services Office.

### **10.2**

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

### **10.3**

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

## **ARTICLE 11**

### **Unpaid Leave**

### **11.1**

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

### **11.2**

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

### **11.3**

#### **Parental Leave**

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

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

#### **11.4**

When a parental leave expires, the Board is obligated to assign the affected teacher to a position comparable to the position held by the teacher prior to the commencement of leave.

#### **11.5**

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

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

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

#### **11.6**

A General Purpose Leave will be granted for one complete school year if such a request is made in writing to the Employee Services Department prior to August 1 of that school year.

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

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

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

#### **11.7**

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

#### **11.8**

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

## **ARTICLE 12**

### **Association Leave**

#### **12.1**

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

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

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

**12.2**

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

**12.3**

The Board shall provide from the bargaining unit a teacher consultant as determined by the Association to conduct business throughout the District pertaining to items of this Agreement. Upon completion of his/her assignment as a consultant, the person shall be reassigned to the same department and/or building s/he taught in prior to assignment under this section. Any salary experience increment and seniority earned during this assignment will be credited at full value.

**ARTICLE 13**  
**Teacher Evaluation**

**13.1**

**Probationary Teachers**

The Administration shall organize a Non-Tenured Teacher Professional Development Plan for all probationary teachers directed toward helping them succeed in their respective assignments. The Professional Growth Plan shall consist of conferences, scheduled and unscheduled observations, and alternative sources of data collection. This program shall be uniform throughout the District and shall include a Non-Tenured Teacher Plan of Instruction (Appendix E). The probationary teacher, in consultation with his/her administrator, shall develop this plan.

**13.2**

**Non-Tenured Teacher Professional Growth Plan Components**

1. A Non-Tenured Teacher Professional Growth Evaluation Checklist (Appendix F) will be completed for all first and second year teachers.
2. At the evaluator's discretion, if mutually agreed to by the affected teacher, a third or fourth year non-tenured teacher may enter into a goal setting phase through the use of the Non-Tenured Teacher Professional Development Goal

Setting Plan (Appendix G) in lieu of an evaluation through the Non-Tenured Professional Growth Evaluation (Appendix F).

### 13.3

The administrator shall conduct the observations/evaluation procedure each school year of the probationary period in the following manner. No modification of this procedure shall be permitted without notice to and the written consent of the teacher and the Association.

- (1) At least five (5) observations shall be conducted before May 1 of each school year for all first and second year probationary teachers. At least two of these observations shall be scheduled and shall be a minimum of sixty (60) days apart.
- (2) The observation process shall consist of
  - (a) At least two (2) scheduled observations of a minimum of thirty (30) minutes each.
  - (b) A pre-observation conference prior to each scheduled observation, using the Non-Tenured Plan of Instruction form. This form will be discussed at the pre-observation conference.
  - (c) A post-observation conference will be held within five (5) working days for each scheduled observation. The purpose of these post-observation conferences is to provide feedback to the teacher.
  - (d) At least three (3) unscheduled observations for a minimum of thirty minutes each will be held prior to May 1 of each school year for all first and second year probationary teachers.
  - (e) The affected teacher shall receive a copy of each written evaluation.
  - (f) Summative Evaluation. A summative evaluation report using the Non-Tenured Professional Growth Checklist will be due in the Employee Services office on or before June 1. The evaluator will use formal and informal data to complete the Non-Tenured Teacher Summative Evaluation Report (Appendix H). Data gathered informally will be related only to the teacher's teaching assignment and made known to him/her prior to its use on the summative evaluation.
  - (g) Any decision to terminate prior to the conclusion of the probationary period or any determination resulting in the denial of tenure for reasons of unsatisfactory work performance must be directly related to the teacher's Non-Tenured Teacher Plan of Instruction (Appendix E), Non-Tenured Professional Growth Evaluation Checklist (Appendix F), or Individualized Support Plan.
  - (h) In the event that a probationary teacher is discontinued in employment, the Board will advise the teacher and the Association of the reason thereof, in writing.

### 13.4

To improve the performance of a staff member identified by his/her evaluator as not meeting Wayne-Westland's Certified Staff Professional Standards (Appendix I), the District will effect a Non-Tenured Teacher Support Plan.

The support plan will consist of two stages:

1. Awareness Stage. When the administrator identifies an area/s of concern, s/he will hold an informal discussion with the teacher, including suggestions for improvement.

The administrator will follow-up his/her discussion with a brief written narrative using the Non-Tenured Professional Support Plan Awareness Narrative Form (Appendix J).

If the administrator determines that the teacher has not improved sufficiently in the area/s addressed, s/he will move the teacher to the support stage.

2. Support Stage. When a teacher moves into the support stage, the administrator, in collaboration with the teacher, will develop an Individualized Support Plan (Appendix K). At this stage, the administrator will provide a supportive climate for professional growth.

The Individualized Support Plan will include (a) goals specific to the area of concern, (b) strategies for achieving these goals, (c) criteria for evaluating successful achievement of the goals, and (d) reasonable timelines for meeting the goals.

The administrator will commit the final Individualized Support Plan to writing and present it to the teacher within two (2) weeks of the informal discussion of the concern.

If the teacher meets the goals of the Individualized Support Plan, s/he will return to the Professional Growth Plan. If the person does not successfully complete the goals, determination on further action will be made.

### 13.5

#### Tenured Teachers Professional Development Plan

Every tenured teacher will be involved in an ongoing professional growth process.

In the fall of the school year during which his/her evaluation commences, the teacher will choose whether to be evaluated through the Tenured Teacher Narrative Checklist (Appendix L) or the Tenured Teacher Continuous Goal-Setting and Action

Plan Worksheet (Appendix M). A teacher choosing the continuous goal-setting model may choose to work individually or with a team of teachers.

In addition, the evaluator will meet with each staff member or team to confirm the type of evaluation, set goal/s, assist teachers in the development of their action plans, and to identify any needs to support the teacher and/or team.

Teachers will be evaluated in three-year cycles.

### **13.6**

#### **Continuous Goal-Setting Procedure.**

The following procedures will be in place for the goal-setting model:

1. The affected teacher/s will be continuously involved in the goal-setting process. Teachers assigned to more than one building will participate in this process at one of the schools assigned to them.
2. At the teacher/s discretion, goal-setting may be established for one to three years.
3. The affected teacher/s and the evaluator will mutually identify the goal/s using Appendix M during a goal-setting conference.

If agreement on at least one goal cannot be reached, the evaluator will maintain the final responsibility. Both the administrator and the affected teacher/s, however, are obligated to approach this conference with a positive attitude and a willingness to participate fully.

The number of goals to be established by the teacher/s and the Evaluator will be a minimum of one (1) and a maximum of three (3).

4. Appraisal Conference. The teacher/s and the evaluator will meet at least once each school year and at least sixty (60) days prior to the Summative Conference to discuss the teacher/s' progress toward achieving the defined goal/s. Following the conference, if applicable, any modification of the goal/s, action plan, or support necessary will be placed into writing. Any modification of a one year plan, however, must be completed by February 28.
5. Summative Conference. At the end of the appraisal period, but no later than June 1 of that year, the evaluator and the affective teacher/s will hold a summative conference. Following this meeting, the evaluator will prepare a written report which reflects the conference discussion using the Tenured Teacher Summative Conference Report (Appendix N).



The affected teacher/s will sign the report and receive a copy of it. In addition, the affected teacher/s may attach additional comments to the report.

### 13.7

#### Narrative Checklist Procedure

The District will evaluate tenured teachers choosing the Narrative Checklist Procedure every three years. The teacher and the evaluating administrator will meet to discuss the formal evaluation periods and the areas to be observed.

The District must complete a minimum of two scheduled observations during the school year.

After each formal observation for the Narrative Checklist, the teacher and the administrator may meet to assess the teacher's progress. By June 1 of the evaluation year, both parties will meet to discuss a summary of observations using the Tenured Teacher Narrative Checklist Summative Evaluation Form. The completed document will be signed by both parties.

### 13.8

To improve the performance of a staff member identified by his/her evaluator as not meeting Wayne-Westland's Certified Staff Professional Standards (Appendix I) the District will effect a Tenured Teacher Support Plan.

The support plan will consist of two stages:

1. Awareness Stage. When the administrator identifies an area/s of concern, s/he will hold an informal discussion with the teacher about the area/s of concern, including suggestions for improvement.

The administrator will follow-up his/her discussion with a brief written narrative using the Tenured Professional Support Plan Awareness Narrative (Appendix O).

If the administrator determines that the teacher has not improved sufficiently in the area/s addressed, s/he will move the teacher to the support stage.

2. Support Stage. When a teacher moves into the support stage, the administrator, in collaboration with the teacher, will develop a Tenured Teacher Individualized Support Plan (Appendix P). At this stage, the administrator will provide a supportive climate for professional growth.

The Individualized Support Plan will include (a) goals specific to the area of concern, (b) strategies for achieving these goals, (c) criteria for evaluating successful achievement of the goals, and (d) reasonable timelines for meeting the goals.

The administrator will commit the final Individualized Support Plan to writing and present it to the teacher within two (2) weeks of the informal discussion of the concern.

If the teacher meets the goals of the Individualized Support Plan, s/he will return to the professional Growth Plan. If the person does not successfully complete the goals, determination on further action will be made.

### **13.9**

#### **Teacher Consultants**

Teachers with minimum of 3 years of satisfactory teaching experience, including at least 1 year of teaching handicapped persons in a special education classroom, and a Masters degree, wishing teacher consultant approval will submit a request through his/her supervisor to the Special Education department. Upon this submission, the Special Education department will complete the forms necessary to request teacher consultant approval for the applicant and send them to the State Department of Education in time for placement for the next school year.

### **13.10**

Evaluation of the Elementary Special Area Staff will be a shared responsibility between the building principal and the General Education Department with the primary responsibility lying with a building principal. The General Education Department designee may be responsible for the evaluation of the teachers in his/her area of expertise. The building principal will be provided the opportunity for input on said evaluation.

### **13.11**

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

### **13.12**

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

**13.13**

The primary responsibility for evaluating the self contained Special Education staff who are full time in a building rests with the immediate supervisor. If this building also has a general education administrator in charge, the evaluation will be a shared responsibility between the building principal and supervisor.

**13.14**

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

**13.15**

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

**13.16**

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

**13.17**

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

**13.18**

A person who teaches in more than one building may request written input from the administrator of his/her alternate building(s).

**13.19**

All procedures and instruments utilized in the evaluation process will be agreed upon by the Employee Services Division and the W-WEA.

**13.20**

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

**13.21**

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

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

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

## **ARTICLE 14**

### **Health Examinations**

#### **14.1**

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

#### **14.2**

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

#### **14.3**

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

#### **14.4**

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

## **ARTICLE 15**

### **Professional Behavior**

#### **15.1**

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

### **15.2**

A teacher shall at all times be entitled to have present a representative of the Association of his/her choice when s/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. At no time will this cause the meeting to be delayed more than 48 hours.

### **15.3**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause, except for the termination, non-renewal, or evaluation of a probationary teacher prior to his/her third year of teaching in the District. Any such discipline or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth, except for the termination, non-renewal, or evaluation of a probationary teacher prior to his/her third year of teaching in the District. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association unless the teacher specifies in writing that the Association shall not be notified. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceeding against the offending teacher and so notify the superintendent.

### **15.4**

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

## **ARTICLE 16**

### **Continuity of Operations**

### **16.1**

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

**16.2**

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

**16.3**

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

**16.4**

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

**16.5**

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

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

## **ARTICLE 17 School Calendar**

### **17.1**

School calendars are found in Appendix A.

The school year for students will be:

173 days for Elementary students

174 days for Middle School and High School students

The work year for WWEA members will be 181 days.

The calendars for the 2006-2007 and the 2007-2008 school years will reflect the beginning of the student school year starting after Labor Day as mandated by State law.

Four of the previously scheduled six student days held before Labor Day will be rescheduled to the end of the school year.

### **17.2**

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

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

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

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

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

Elementary full day conferences shall be on Friday of the conference week for 2006-2007. For 2007-2008, this full day of conferences will be on Thursday of conference week unless the District and the Association mutually agree to have it on another day that week.

Effective with the 2006-2007 school year, Middle and high school conferences shall be on Wednesday and Thursday.

There will be no staff meetings the week of conferences.

### **Special Kindergarten Consideration**

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

### **17.3**

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

### **17.4**

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

- five (5) consecutive days the week before the opening of school.
- two (2) consecutive days in the week immediately following the last week of school.
- exceptions to the above schedule may be arranged with the permission of the principal.

### **17.5**

Counselors, cannot use sick leave or personal business leave for the additional work stipulated in Article 17.4. The District, furthermore, will compensate these individuals at their daily rates (salary divided by the number of workdays specified in Article 18.5).

Any additional workdays beyond the normal teacher calendar will likewise be compensated at the person's daily rate. Compensatory time shall not be used.

### **17.6**

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

### **17.7**

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



**ARTICLE 18**  
**Professional Compensation**

**18.1**

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

<u>2006-2007</u>				
<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Dbl MA/Ed Sp</u>	<u>PhD</u>
1	<u>34,409</u>	<u>38,017</u>	<u>40,508</u>	<u>44,128</u>
2	<u>36,475</u>	<u>40,298</u>	<u>42,938</u>	<u>46,775</u>
3	<u>38,665</u>	<u>42,714</u>	<u>45,514</u>	<u>49,581</u>
4	<u>40,982</u>	<u>45,278</u>	<u>48,244</u>	<u>52,557</u>
5	<u>43,443</u>	<u>47,996</u>	<u>51,141</u>	<u>55,709</u>
6	<u>46,050</u>	<u>50,874</u>	<u>54,208</u>	<u>59,051</u>
7	<u>48,812</u>	<u>53,925</u>	<u>57,461</u>	<u>62,595</u>
8	<u>51,739</u>	<u>57,160</u>	<u>60,907</u>	<u>66,349</u>
9	<u>54,844</u>	<u>60,592</u>	<u>64,563</u>	<u>70,332</u>
10	<u>58,133</u>	<u>64,226</u>	<u>68,436</u>	<u>74,551</u>
11	<u>61,622</u>	<u>68,079</u>	<u>72,543</u>	<u>79,025</u>
12	<u>64,894</u>	<u>72,164</u>	<u>76,894</u>	<u>83,766</u>
13		<u>75,647</u>	<u>80,472</u>	<u>88,791</u>
14				<u>92,607</u>

The 2006-2007 Salary Schedule represents a 0% improvement from the 2005-2006 salary schedule. An additional top step has been added representing a \$2,000 increase plus 2.00% from the previous step. All amounts are expressed in dollars.

In addition to the Salary Schedule represented above, all teachers, with the exception of those hired for the 2006-2007 school year and those on the newly created top step, will receive a 2.50% off schedule payment for the 2006-2007 school year to be paid on a regularly scheduled pay date no later than June 30, 2007.

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

<u>2007-2008</u>				
<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Dbl MA/Ed Sp</u>	<u>PhD</u>
1	<u>34,409</u>	<u>38,017</u>	<u>40,508</u>	<u>44,128</u>
2	<u>36,475</u>	<u>40,298</u>	<u>42,938</u>	<u>46,775</u>
3	<u>38,665</u>	<u>42,714</u>	<u>45,514</u>	<u>49,581</u>
4	<u>40,982</u>	<u>45,278</u>	<u>48,244</u>	<u>52,557</u>
5	<u>43,443</u>	<u>47,996</u>	<u>51,141</u>	<u>55,709</u>
6	<u>46,050</u>	<u>50,874</u>	<u>54,208</u>	<u>59,051</u>
7	<u>48,812</u>	<u>53,925</u>	<u>57,461</u>	<u>62,595</u>
8	<u>51,739</u>	<u>57,160</u>	<u>60,907</u>	<u>66,349</u>
9	<u>54,844</u>	<u>60,592</u>	<u>64,563</u>	<u>70,332</u>
10	<u>58,133</u>	<u>64,226</u>	<u>68,436</u>	<u>74,551</u>
11	<u>61,622</u>	<u>68,079</u>	<u>72,543</u>	<u>79,025</u>
12	<u>66,192</u>	<u>72,164</u>	<u>76,894</u>	<u>83,766</u>
13		<u>77,160</u>	<u>82,081</u>	<u>88,791</u>
14				<u>94,459</u>

The 2007-2008 Salary Schedule represents the same salary schedule as the 2006-2007 Salary Schedule with the following exception:

The Top Step in each salary lane, step 12 for a B.A., step 13 for Dbl MA/Ed Sp & step 14 for a PhD, represents a 2% salary increase from the 2006-2007 Salary Schedule.

In addition to the salary schedule represented above, all teachers, with the exception of those hired for the 2007-2008 school year and those on the top step will receive a 2.00% off schedule payment for the 2007-2008 school year to be paid on a regularly scheduled pay date no later than June 30, 2008.

All amounts are expressed in dollars.

18.2

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

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

Substitute teaching is not considered contracted teaching experience.

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

### 18.3

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

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

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

### 18.4

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

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

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

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

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

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

### 18.5

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

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

### 18.6

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

### 18.7

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

### 18.8

Salaries shall be paid in twenty-six (26) biweekly installments, except that teachers being paid on a twenty-one (21) pay schedule during the 2003/04 school year may remain on that schedule. The first installment will be paid on Friday of the first normal biweekly pay period after the teachers report for work at the beginning of a school year. The pay periods after the initial pay will be every other Friday for twenty-five more pay days subject to the exceptions listed in part (a) below:

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

### 18.9

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

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

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

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

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

### 18.10

Part-time elementary teachers shall be defined and compensated as follows:

Kindergarten - Teaches one session per day (a.m. or p.m.) and has twenty minutes of unassigned time before the pupils' day and five minutes after the pupils' day. Part-time kindergarten teachers shall be compensated in an amount equal to the applicable salary step plus extra credit hours times .50.

### Auxiliary Staff

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

#### 18.11

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

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

#### 18.12

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

#### 18.13

Teachers who participate in continuing education programs which meet the criteria for awarding of Continuing Education Units (CEU) from institutional members of the Council on the Continuing Education Unit shall receive CEU credit to be converted into credit hours reimbursable as indicated in Article 18. Three (3) CEUs equals one (1) semester hour. No credit will be given if the teacher has attended such programs during their contracted teaching times or if the cost to attend has been paid for by the Board.

#### 18.14

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

#### 18.15

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

For the 2006-2007 school year, there will be no incremental experience given and no movement of one step on the salary schedule except for those moving to the newly created top steps.

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

#### 18.16

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

#### 18.17

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

#### 18.18

The parties shall consider study halls as assignments to be filled under Article 23.7. If layoffs are in effect, however, the Board shall consider these sections as teaching assignments or portions thereof for purposes of recall, provided the affected teacher(s) is certified at the 9-12 grade level.

After the Board has offered qualified teachers recall to full time assignments, it shall fill study halls unassigned thereafter under Article 23.7.

## **ARTICLE 19**

### **Insurance Protection**

#### **19.1**

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

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

#### **19.2**

##### **Hospital-Medical Insurance**

1. The Board agrees to purchase for teachers not covered by any other employer paid group hospital-medical insurance full family hospital-medical insurance.

For teachers hired prior to the 2000-01 school year, the programs shall be MESSA Choices (RX \$10/20), Care Choices (HMO), (RX \$10/20), and the Health Alliance Plan (HMO), (RX \$10/20). Employees currently eligible to receive MESSA Super Care 1 Revised (\$100/\$200 deductible with RX \$5/10) may select Super Care 1 Revised (\$100/\$200 deductible with RX \$10/20) by paying the premium difference between MESSA Choices (RX \$10/20) and MESSA Super Care 1 Revised (\$100/\$200 deductible with RX \$10/20) through the District sponsored Section 125 plan.

Effective September 1, 2004, teachers enrolled in MESSA Super Care 1 Revised or MESSA Choices may not choose to enroll in Care Choices (HMO) or Health Alliance Plan (HMO). Teachers hired prior to the 2000-01 school year who choose to leave Care Choices or Health Alliance Plan may not return to either HMO.

Employees not signing up for health coverage benefits will receive \$60.00 per pay for 21 pays up to a maximum of \$1,260 per year.

2. Effective with the 2000-01 school year, the Board agrees to purchase for new hires not covered by any other employer paid group hospital-medical insurance full family hospital-medical insurance. The programs shall be MESSA Tri-Med, (with RX \$5/10), Care Choices (HMO), (RX \$10/20), and the Health Alliance Plan (HMO), (RX \$10/20). Employees not signing up for health coverage benefits will receive \$60.00 per pay for 21 pays up to a maximum of \$1,260 per year. The parties agree to implement a \$10/20 Rx rider should MESSA make one available for the Tri-Med plan.



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

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

Only those WWEA members taking health care through the District and in a \$10/20 Rx plan are eligible for this reimbursement plan.

5. Effective with the 2007-08 school year, all WWEA members who receive WWCS D sponsored health insurance will pay \$480.00 towards the premium cost of their health insurance. Those members enrolled in Super Care 1 Revised will continue to pay the premium difference between Super Care 1 Revised and MESSA Choices in addition to the \$480.00 premium share. This premium share will be paid through the District sponsored Section 125 plan on a pre-tax basis. Payments will be made over 16 pays for 12 months worth of insurance.

### 19.3

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

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

#### **19.4**

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

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

#### **19.5**

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

#### **19.6**

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

#### **19.7**

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

#### **19.8**

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

#### **19.9**

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

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

**19.10**

The Board agrees to approve a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986 for the W-WEA bargaining unit. This Plan shall be considered part of this Agreement.

**19.11**

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

**19.12**

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

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

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

- (2) The following coverages shall not be considered dual coverage for purposes of Article 19.2:

- (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.

- (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
- (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
  - (b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- (5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
- (6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.
- (7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her overage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by MESSA Choices hospital-medical insurance, including deductible.

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

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

## **ARTICLE 20**

### **Special Assignments**

#### **20.1**

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

#### **20.2**

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

#### **20.3**

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

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

#### **20.4**

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

#### **20.5**

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

#### **20.6**

The W-WEA shall be involved in any future teacher training programs between any cooperative institution and W-WCS which involve placing of student teachers or student interns. The final decision regarding teacher training programs lies with the Board of Education.

#### **20.7**

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

### **ARTICLE 21**

#### **Student Discipline and Teacher Protection**

##### **21.1**

The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. If it appears a pupil under a teacher's jurisdiction may require the attention of special counselors, social workers, law enforcement personnel, other professionally qualified persons, or whenever the presence of a particular student in the class will impede the education

of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.

#### **21.2**

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

#### **21.3**

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

#### **21.4**

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

#### **21.5**

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

#### **21.6**

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

**21.7**

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

**21.8**

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

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

**21.9**

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

**ARTICLE 22**  
**Grievance Procedure**

**22.1**

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

The termination, non-renewal, or evaluation of any probationary teacher prior to his/her third year of teaching in the District shall not be the basis of any grievance filed under the procedures outlined in Article 22.



## **22.2**

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

## **22.3**

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

## **22.4**

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

## **22.5**

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

### Level one:

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

### Level two:

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

Level three:

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

## **22.6**

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

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

## **22.7**

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

## **22.8**

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

## **22.9**

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

grievance presents an issue of importance, the Association may process the grievance at the appropriate level.

**22.10**

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

**22.11**

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

**22.12**

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

**22.13**

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

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

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

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representative will then call such arbitrator to establish an arbitration date.

This date must be no more than 30 days, unless mutually agreed upon. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If a panelist is not available within the guidelines and timelines set forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.

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

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

#### **22.14**

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

## **ARTICLE 23**

### **Additional Compensation for Extra Duty**

#### **23.1**

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

#### **23.2**

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

bargaining unit does not apply, the position may be filled by a person outside of the bargaining unit for the remainder of that session. Upon vacation of a position, the position will again be posted per Article 8.1.

### **23.3**

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

### **23.4**

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

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

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

- B. In instances where no applicants apply for a posted position at the close of the current school year, that position shall be re-posted the following September. The only exception would be for those positions which begin prior to the beginning of the school year
- C. In instances where a position is filled in the spring but vacated more than 21 days prior to the start of the affected season/period, the following shall apply:
  - 1. If more than one bargaining unit member has applied for the original posting, qualified applicants from the bargaining unit will be used without re-posting.
  - 2. If the bargaining unit member was the only applicant, the position will be re-posted.
  - 3. When only outside applicants remain on the list, the position will be re-posted.
- D. Job descriptions of the extra pay duties, as filed in the Employee Services Office and the Association Office, will not be altered during the life of the rider without mutual consent of the Board and the Association. The teacher shall read the duties and responsibilities of the related job description, attached to the contract rider, and so indicate on the contract rider.

**23.5**

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

**23.6**

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

**23.7**

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

**23.8**

The compensation for teachers accepting extra duty shall be established as a percent (see attached Appendix C) of the B.A. salary schedule. The step on said salary schedule for the purposes of determining compensation for teachers accepting extra duty assignments shall be based on the number of years experience a teacher has obtained in directing the specific sport or activity in the Wayne-Westland Schools; credit will also be allowed in that specific sport or activity obtained from another school district. Teachers who have received credit in a specific sport or activity in the past, obtained from a source other than a school district, shall continue to receive this credit.

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

**23.9**

A. At the high school, department heads shall be appointed for the following departments:

1. Language Arts, Communication Arts, (IMC)
2. Science
3. Mathematics

4. Social Science
5. Practical Arts (Business, Industrial Technology, Life Skills)
6. Fine Arts (Vocal Music, Instrumental Music, Art)
7. Physical Education
8. Counseling
9. World Language
10. Special Education

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

B. At the middle school, department heads shall be appointed for the following departments:

1. Language Arts (Communication Arts, IMC, World Language)
2. Science
3. Mathematics
4. Social Studies
5. Physical Education
6. Fine Arts (Vocal Music, Instrumental Music, Art)
7. Practical Arts (Business, Industrial Technology, Life Skills)
8. Counseling
9. Special Education

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

C. In Student Services, department heads may be appointed for the following:

- |  |    |
|--|----|
| 1. Elementary Schools - All Disabilities | 8% |
| 2. Program Specialist (0-5)              | 8% |
| 3. Center Programs                       | 8% |
| 4. OT/PT/Outreach                        | 4% |
| 5. Psychologists                         | 4% |
| 6. Social Workers                        | 4% |
| 7. Speech and Language                   | 4% |
| 8. OT/PT                                 | 4% |
| 9. School Nurse                          | 4% |

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

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

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

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

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

E. In Instruction and Planning, Department Heads may be appointed for the following:

1. Learning Consultants
2. World Language
3. Social Science\*
4. Math\*
5. Language Arts\*
6. Science\*
7. Life Skills
8. Career Education
9. Music
10. Art
11. Physical Education
12. Business

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

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

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

## **DEPARTMENT HEAD CLASSIFICATIONS**

### **Class I**

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

### **Class II**

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



### Class III

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

#### 23.10

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

#### 23.11

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

#### 23.12

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

#### 23.13

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

#### 23.14

The District shall maintain a sixth (6<sup>th</sup>) grade liaison in each middle school. The liaison shall be a sixth (6<sup>th</sup>) grade teacher in the building and shall be paid as a Class III Department Head.

#### 23.15

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

#### 23.16

Each elementary school shall be allocated \$3000, each middle school \$4000, John Glenn High School, Wayne Memorial High School, William D. Ford Career/Technical Center \$5000, and Tinkham Alternative High School \$2000 annually for activities associated with NCA. Each building's site-based decision making committee shall recommend to the Department of Instruction how its allocation shall be spent. The Department must approve all expenditures. The

monies should be spent on such things as stipends, extra/work, extra pay activities, procuring substitute teachers to provide released time, etc.

## **ARTICLE 24**

### **Curriculum Related Conditions**

#### **24.1**

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

#### **24.2**

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

#### **24.3**

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

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

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

The Council will be chaired by the Assistant Superintendent for Instruction/Designee who shall only vote in the case of a tie and is not one of the ten

administrators. A Curriculum Executive Committee composed of the Assistant Superintendent for Instruction/Designee, the two (2) W-WEA Coordinators, and two (2) Executive Directors from General Education shall meet on an after-school basis prior to the Curriculum Council meetings to establish the agenda and to handle routine matters.

#### **24.4**

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

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

#### **24.5**

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

#### **24.6**

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

1. Request for attendance shall be cleared and processed through the office of the appropriate Assistant Superintendent.
2. The reasons for attendance, supporting building, level, or departmental objectives must be included in the request for attendance.

3. Teachers attending a conference under this subsection will submit a written report to their immediate supervisor, and, if requested, an oral report regarding the conference. Teachers will also be expected to complete a conference evaluation form, provided by the immediate supervisor, indicating sessions attended and information gathered.
4. A teacher attending an approved conference or meeting shall be granted sufficient leave time to attend without loss of compensation.
5. Travel, meals, lodging, substitute teacher costs, and registration fees, or portions thereof, shall be deemed appropriate conference expenses.
6. The Board will make every attempt to provide substitute coverage for teachers attending approved conferences Monday through Friday. It must be understood the primary responsibility of the Board is the covering of classrooms in the absence of a teacher for whatever reason.

#### **24.7**

##### **Academic Freedom**

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

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

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

#### **24.8**

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

#### **24.9**

##### **Staff Advisory Committee**

A staff advisory committee shall be established in each middle and high school to assist in formulation and implementation of education policies and practices within

the respective buildings. Membership of such committees shall be comprised of the building principal, department heads and a W-WEA Building Representative or designee. Meetings may be called by the building principal, who will chair the staff advisory committee, or by a majority of the members of the committee. The building principal shall be present at all staff advisory committee meetings and shall have the final responsibility for establishing building policy.

It is agreed that the formulation and implementation of education policies and practices shall be within the proper scope of the School Improvement/Site Based Decision Making Team. When the School Improvement/Site Based Decision Making Team reaches consensus within these areas, the above paragraph shall not apply.

**24.10**

The instructional class period shall be free from unnecessary interruptions.

**24.11**

The paraprofessional shall not prescribe instruction for children.

**24.12**

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

**24.13**

No later than February 1, 1999, the District will establish a District-wide Task Force to explore the implementation of computerized reporting and improved record keeping for elementary teachers. The Task force shall consist of twelve members, six of whom shall be appointed by the Association.

## **ARTICLE 25**

### **Special Education**

**25.1**

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

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

## 25.2

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

## 25.3

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

## 25.4

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

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

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

**25.5**

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

**25.6**

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

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

**25.7**

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

**25.8**

Both parties agree that special education teachers shall not be assigned to or be considered members of a subjects area department on the middle/high school level and, furthermore, that they shall not be required to attend subject area department meetings.

**25.9**

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

**25.10**

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

**25.11**

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

**25.12**

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

**25.13**

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

**25.14**

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

**25.15**

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

**25.16**

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

**25.17**

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



**25.18**

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

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

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

**25.19**

No certified speech and language teacher assigned outside of the speech and language department will be given speech evaluation and speech therapy responsibilities. The exception to this requirement will be those persons assigned to the speech and language subdepartment in the Early Intervention Program. In that instance, these teachers will be allowed to provide EIP speech services based on the student's individualized Educational Plan.

**25.20**

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

**25.21**

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

required special medical or quasi-medical services including special transportation services (medically fragile bus). Nurse assistant(s) will perform duties as assigned under the direction of a school nurse.

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

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

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

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

there is any disagreement as to who should administer this procedure, the final decision would be made by the Superintendent of Schools or his/her designee.

**25.22**

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

**25.23**

**Social Workers**

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

**School Psychologists**

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

**25.24**

**Speech Pathologists**

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

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

**25.25**

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

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

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

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

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

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

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

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

## **25.26**

1. Students entering general education classrooms from special education, including those currently placed into general education classrooms from special education will be reviewed in an IEP for the ensuing school year.

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

#### 25.27

1. To assist the general education classroom teacher with special education students or formerly identified special education pupils, the District shall guarantee a minimum average of one (1) four hour a day part-time paraprofessional per building.

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

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

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

#### **25.28**

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

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

#### **25.29**

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

#### **25.30**

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

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

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

### **25.31**

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

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

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

### **25.32**

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

### **25.33**

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

## **ARTICLE 26**

### **Severely Mentally Impaired Summer Program**

#### **26.1**

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

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

Summer staffing will be determined by student enrollment.

#### **26.2**

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

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

#### **26.3**

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

#### **26.4**

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

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

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

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



**26.5**

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

**26.6**

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

**26.7**

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

**26.8**

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

**26.9**

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

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

**ARTICLE 27**

**Staff Deployment for School Closings**

**27.1**

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

## ARTICLE 28

### Seniority

#### 28.1

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

#### 28.2

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

#### 28.3

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

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

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

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

#### 28.4

- a. Teachers shall accumulate up to one (1) year of additional seniority for unpaid medical, parental and general purpose leaves.

- b. Teachers returning from said leave must work a full calendar year before receiving an additional one year of seniority for any future unpaid medical, parental or general purpose leaves.

**28.5**

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

**28.6**

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

**28.7**

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

## **ARTICLE 29**

### **Layoff/Placement Process**

**29.1**

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

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

## 29.2

In the event of layoff, the Board of Education will assign staff in accordance with the following guidelines:

Enrollment of students for classes for the following year shall occur prior to the layoff/placement process.

The Board shall then develop, after consultation with W-WEA, the proposed educational program for the forthcoming year, identifying the staffing needs for each building. The Board shall provide a list including but not limited to the following categories:

- a. Middle and high school positions by building and department.
- b. Elementary positions by building
- c. Special Area positions by department
- d. Special Education positions by department
- e. Specific positions assigned out of Central Administration
- f. Career/Technical Center, positions by building

The list of district staff positions shall be published with a copy to the W-WEA on the Friday prior to the commencement of the layoff/placement process. All allocations shall hold and not be changed until the beginning of the new school year, unless mutually agreed to by the parties.

## 29.3

### Staff Placement

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

- a. Elementary Teacher Placement
  1. Current elementary building; if not available, then--
  2. Another elementary building; if not available, then--
  3. Placement in another assignment for which certified; if not available, then--
  4. If no vacancy remains for which the employee is certified in any building, the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the W-WEA.
- b. Middle and High School Teacher Placement
  1. Current department in current building; if not available, then--
  2. Current department in a different building; if not available, then--
  3. Different department in current building; if not available, then--
  4. Different department in a different building, if not available, then--
  5. Placement into any assignment for which certified; if not available, then--

6. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.
- c. Elementary special area teachers of vocal assigned from central office:
    1. Current department, if not available, then--
    2. Current department in a middle or high school building, if not available, then--
    3. Another department in a middle or high school building; if not available, then--
    4. Placement into another assignment for which certified; if not available, then--
    5. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.
  - d. Elementary special area teachers of art and of physical education assigned from central office:
    1. Current department, if not available, then--
    2. Current department in a middle or high building; if not available, then--
    3. Another assignment for which certified; if not available, then--
    4. If no vacancy remains for which the employee is certified, the employee will be laid off.
  - e. Special Area Teachers (Elementary Learning Consultants, Enrichment Teachers, and others assigned from Central Office)
    1. Current placement; if not available, then--
    2. Placement in another assignment for which certified; if not available, then--
    3. If no vacancy remains for which the employee is certified in any building, the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the W-WEA.
  - f. Special education teachers assigned from central office:
    1. Current assignment, if not available, then--
    2. Different assignment in the same department; if not available, then--
    3. Different assignment in a different department; if not available, then--
    4. Placement into another assignment for which certified; if not available,
    5. If no vacancy remains for which the employee is certified in any building; the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the W-WEA.

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

- SCI (Severely Cognitively Impaired)
- SXI (Severely Multiply Impaired)
- Self-Contained EI (Emotionally Impaired)

POHI (Physically or Otherwise Health Impaired)  
Speech and Language  
OT (Occupational Therapist)  
PT (Physical Therapist)  
ECS/ECP (Early Childhood Services/Early Childhood Programs)  
Nurses  
Psychologists  
Social Workers  
Work/Study Coordinators  
TC/RR/BC (Teacher Consultants/Resource Room/Basic Classroom)  
Teacher Consultants/POHI  
Adapted Physical Education  
Self-Contained Cross Categorical

- g. Career/Technical Center Teachers
1. Current assignment, same building; if not available, then
  2. Different assignment, same building; if not available, then
  3. Current assignment in another building; if not available, then
  4. Different assignment in another building; if not available, then
  5. Placement into another assignment for which certified; if not available, then
  6. If no vacancy remains for which the employee is certified in any building, the employee will be laid off.

#### 29.4

There shall be allocated no less than five (5) High Incident self-contained classrooms.

#### 29.5

##### Classifications

a. Part time

The intent of the Board of Education and the W-WEA is that all teachers will work full time unless they are twinning or they are hired or recalled to less than a full time assignment.

A full time assignment will be given where seniority rank entitles said teacher to such an assignment. Refusal to accept a full time position under these circumstances shall be interpreted as intent to resign.

b. Current Department

For purposes of placement, a .6 assignment or greater in one department, if allocated, shall constitute departmental and/or building rights under the layoff/placement process. If a full time teacher has a current assignment in one department of .6 or greater and is bumped out of his/her building, said

teacher shall be entitled to full time (1.0) assignment in his/her current department in another building, seniority permitting.

The parties further agree to continue the current practice of placing a teacher full time into a departmental allocation unless the teacher requests a split assignment or such a placement will necessitate the displacement or layoff of a teacher from the building which would otherwise not have occurred.

c. Dual Assignments

A person currently assigned 50% elementary and 50% middle/high school teaching assignments will be categorized as an elementary or middle/high school teacher for purposes of assignment under this article based on a majority of his/her assignment as defined in 29.5e.

d. Split Assignments

An individual with a mix of middle/high school departments from which a majority cannot be determined (e.g., .4 social science, .4 English, .2 Math) or one whose middle/high school sections alternate each semester (e.g., .6 English, .4 social science - Semester 1; .4 English, .6 social science - Semester 2) will be categorized into the department for purposes of assignments under this article based on a majority of his/her historical assignment as defined in 29.5e.

e. Historical Assignments

One's historical assignments will be ascertained by going back one year at a time until a majority can be determined. For this purpose, a .6 assignment shall be the basis for determining a majority of level and/or department.

f. Minimal Displacement

The purpose of minimal displacement is to minimize the number of staff members displaced by the layoff process. When this process necessitates placing a teacher into another assignment, said teacher will be placed into a position occupied by the lowest seniored teacher at the same level and/or department, whose seniority cannot retain that assignment.

If an assignment becomes available after the layoff/placement process which will allow a bumped teacher to return to his/her then current assignment, said teacher shall be returned to that assignment under this subsection. Minimal displacement rights, however, shall cease upon the completion of the summer posting process prior to the start of the next school year.

It is agreed that minimal displacement shall supersede Article 7.4.

g. Assignment Definitions

When the nature of a teaching assignment is not evident from its title (student advisor, special needs coordinator, etc.) the certification required for said assignment will define the position under the layoff and recall procedure. Said designations will be included on the list of district staff positions as provided for in Article 29.2.

h. Kindergarten Splits

Teachers placed into kindergarten assignments in separate buildings shall be entitled to a single assignment for an ensuing school year, unless they desire to continue in an available split kindergarten position.

i. It is agreed that a teacher's list of placement alternatives shall contain the option for kindergarten assignments in separate buildings and middle and high school split assignments.

j. It is understood that a middle/high school teacher assigned to more than a single building shall be placed full time into her/his majority department and building if such a full time placement is available at the time of the individual's placement.

k. A teacher returning from a leave of absence and accepting a twinning position shall revert to return from leave status for placement the subsequent school year.

l. When daytime and afternoon/evening shifts are available at the Career/Technical Center, the more senior teacher(s) shall be given a day shift assignment.

m. If a teacher is bumped from a current assignment during the layoff/placement process, the teacher's choice of alternative will be honored pursuant to the provisions of Article 29.3.

n. Teachers shall not lose their current assignment rights because they teach computer classes. Both parties agree that there is no computer department at the middle and high school secondary level.

o. Teachers on long term disability or twinning will maintain current assignment rights for up to two (2) years.

## 29.6

The parties agree to the following process concerning the filling of positions held by teachers currently on long term sick leaves of absence:

In the event of layoffs, the District shall assign by certification and seniority teachers determined to be laid off as a result of the layoff/placement process under



Article 29.2 to positions held by staff whom the District determines are on long term sick leaves of absence.

As part of the layoff/placement process, the parties shall identify these assignments as Temporary Instructional Contract (TIC) positions.

With the consent of the Association, the District may subsequently add additional TIC assignments to those already identified as such as part of the layoff/placement process.

Teachers in TIC assignments shall receive all rights and benefits in the collective bargaining agreement except that:

- The District may correspondingly lay off a TIC teacher in reverse order of seniority should a teacher on long term sick leave previously covered by a TIC teacher return to work. In such instances, the District will give the affected TIC teacher a minimum of thirty- calendar day's notice of layoff.
- TIC teachers shall have no current assignment rights to a TIC position.
- TIC teachers shall have no bidding rights under Article 8 until the Spring posting, provided allocations warrant their return to a regular contracted position.

The parties recognize that the District may recall a teacher in a TIC assignment to a regular position in accordance with Article 30. In such instances, the District will recall, in order of seniority, a teacher on layoff certified for the newly vacated TIC assignment.

In the event there are no teachers on layoff to fill a position open because of a long term sick leave of absence, the District may hire a new teacher to a Temporary Instructional Contract.

## **ARTICLE 30**

### **Recall**

#### **30.1**

##### **Recall**

- a. Laid off teachers have recall rights for four (4) years and shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.

- b. A laid off teacher shall be considered laid off until s/he is reinstated in the district. Refusal of an offer from the Board of a position for which s/he is certified, or failure to respond within fifteen (15) days of its receipt to a written offer of a position made by the Board shall be cause for termination.
- c. Notification of a recall shall be in writing with a copy to the W-WEA. The notification shall be sent by certified mail to the teacher's last known address.
- d. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

### **30.2**

#### Special Conditions

A laid off teacher shall, upon application, be granted priority status on the District's substitute teacher list.

A laid off teacher may continue his/her health, dental, and life insurance benefits as defined by COBRA.

### **30.3**

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

### **30.4**

Laid off teachers shall retain recall rights for four (4) years unless they refuse or fail to respond within 15 days of receipt of a written offer of a position made by the Board.

### **30.5**

#### Definition of Vacancy

The parties agree to the following understanding concerning "vacancy" under Article 8, as well as the recall of laid off teachers in Article 30.1:

1. It shall be mandatory upon the Board to recall teachers to positions vacated because of leaves of absence, terminations, or retirements, when the resulting vacancy occurs prior to the first Monday in April.
2. Teachers on sick leave of absences shall be replaced, provided the teacher submits a doctor's statement confirming s/he will not return for the remainder of the school year: furthermore, provided that the confirmation does not result in a vacancy which takes effect after the first Monday in April.

## **ARTICLE 31**

### **Certification**

#### **31.1**

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

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

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

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

#### **31.2**

Exclusion of tenure in position

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

#### **31.3**

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

For purpose of clarification:

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

## **ARTICLE 32**

### **Special Projects**

#### **32.1**

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

## **ARTICLE 33**

### **Negotiation Procedures**

#### **33.1**

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

#### **33.2**

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

**33.3**

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

**33.4**

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

**33.5**

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

**33.6**

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

**ARTICLE 34**  
**Miscellaneous Provisions**

**34.1**

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

**34.2**

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

### 34.3

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

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

### 34.4

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

## ARTICLE 35

### School Improvement Planning/Site Based Decision Making

#### 35.1

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

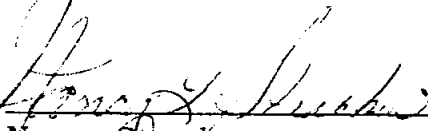
- A. School Improvement Planning/Site Based Decision Making is a collaborative process which seeks to improve both the quality of education and the quality of work life within the school.
- B. As a necessary part of School Improvement Planning/Site Based Decision Making, each school may have a staff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

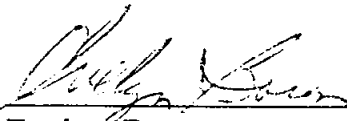
- E. Team recommendations must be approved by at least 75% of the staff before implementation (unless the entire staff is on the Team).
- F. In the absence of Team consensus decisions, buildings will operate in accordance with the collective bargaining agreement, administrative practices, rules/regulations and Board Policies.
- G. Components of School Improvement Planning/Site Based Decision Making shall include:
- Developing a mission statement
  - Conducting a needs assessment
  - Developing need-based programs
  - Developing goals based on outcomes for all students
  - Developing curriculum based upon the goals
  - Program evaluation processes
  - Staff development needs
  - School climate
- H. Approved team decisions may differ from and/or expand upon; but may not be in conflict with the District School Improvement Plan.
- I. Approved team decisions which deviate from Board policy and/or rules and regulations, must be approved by the Board or its designee.
- J. Approved team decisions which deviate from the collective bargaining agreements must be approved by the parties.
- K. Efforts will be made for building teams to meet within the contractual day.

**ARTICLE 36**  
**Duration of Agreement**

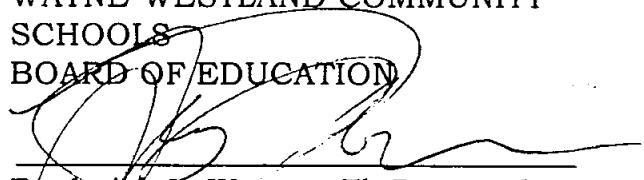
This Agreement shall be effective September 2, 2006, and shall continue until August 25, 2008.

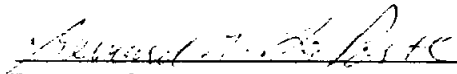
WAYNE-WESTLAND EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
Nancy Strachan                      date  
President

  
\_\_\_\_\_  
Evelyn Baran                      date  
Uniserve Director/WWEA

WAYNE-WESTLAND COMMUNITY  
SCHOOLS  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Frederick L. Weaver, Th.D.                      date  
President, Board of Education

  
\_\_\_\_\_  
Bernard M. La Porte                      date  
Senior Executive Director  
for Employee Services



## 2006 - 2007 School Year

Aug 2006						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

### August

- 25 New Teacher Orientation
- 28 New Teacher Orientation
- 29 Prof Dev - District In-service
- 30 AM/PM: Teacher Planning
- 31 Prof Dev - District In-service

- 17 PM: HS Records Day
- 18 PM: HS Records Day
- 19 PM: K-12 Records Day (End of the Semester)
- 30 HS After School Professional Development (2:20 - 3:50)

Sep 2006						
S	M	T	W	T	F	S
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### September

- 1 Labor Day Recess
- 4 Labor Day Recess
- 5 1st Day of School
- 19 HS After School Professional Development (2:20 - 3:50)

- ### February
- 19 Feb 19 - 23 Mid-Winter Recess
  - 27 HS After School Professional Development (2:20 - 3:50)
  - PM: Middle School Records

Oct 2006						
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29	30	31				

### October

- 10 PM: Middle School Records
- 13 HS Marking Period Ends
- 17 HS After School Professional Development (2:20 - 3:50)
- 25 HS Conferences (5:00 - 8:00)
- 26 HS Conferences (2:40 - 5:40)

- 9 HS Marking Period Ends
- 14 MS Conferences (5:00 - 8:00)
- 15 MS Conferences (3:10 - 6:10)
- 21 HS Conferences (5:00 - 8:00)
- 22 HS Conferences (2:40 - 5:40)
- 30 Elem/MS Marking Period Ends

Nov 2006						
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### November

- 3 Elem/MS Marking Period Ends
- 7 AM: Elem Planning
- 13 Nov 13 - 17 Elementary Conference Week
- 15 MS Conferences (5:00 - 8:00)
- 16 MS Conferences (3:10 - 6:10)

- ### April
- 3 AM: Elem Planning, K Round-up
  - 6 April 6 - 13 Spring Recess
  - 16 April 16 - 20 Elementary Conference Week
  - 26 Prof Dev - District In-service
  - 27 HS Marking Period Ends

Dec 2006						
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31						

### December

- 22 (Comp Day)
- HS Marking Period Ends
- 23 Thanksgiving Recess
- 24 Thanksgiving Recess

- ### May
- 8 PM: Middle School Records
  - 25 (Comp Day)
  - 28 Memorial Day Recess
  - 30 AM: Elem Planning

Jan 2007						
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28	29	30	31			

### January

- 5 PM: Middle School Records
- 6 Prof Dev - District In-service
- 25 Dec 25 - Jan 5 Winter Recess
- 15 Martin Luther King, Jr. - No Classes

- ### June
- 12 PM: HS Records Day
  - 13 PM: K-12 Records Day
  - 14 PM: K-12 Records Day (End of the Semester)

Feb 2007						
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Mar 2007						
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31						

Apr 2007						
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29	30					

May 2007						
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31						

Jun 2007						
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APPENDIX A

2007 - 2008 School Year

Aug 2007						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**August**

- 24 New Teacher Orientation
- 27 New Teacher Orientation
- 28 Prof Dev - District In-service
- 29 AM/PM: Teacher Planning

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

Feb 2008						
S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	

**February**

- 11 Feb 11 - 15 Mid-Winter Recess
- 26 HS After School Professional Development (2:20 - 3:50)
- PM: Middle School Records

**March**

- 7 HS Marking Period Ends
- 12 MS Conferences (5:00 - 8:00)
- 13 MS Conferences (3:10 - 6:10)
- 18 HS Conferences (5:00 - 8:00)
- 19 HS Conferences (2:40 - 5:40)
- 21 March 21 - 28 Spring recess

Mar 2008						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**April**

- 8 AM: Elem Planning, K Round-up
- 14 April 14 - 18 Elementary Conference Week

Apr 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 24 Prof Dev - District In-service
- 25 HS Marking Period Ends

May 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**May**

- 6 PM: Middle School Records
- 23 (Comp Day)

Jun 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 26 Memorial Day Recess
- 28 AM: Elem Planning

**June**

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

Sep 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 30 Prof Dev - District In-service
- 31 Labor Day Recess

**September**

- 3 Labor Day Recess
- 4 1st Day of School

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

Oct 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**October**

- 9 PM: Middle School Records
- 12 HS Marking Period Ends
- 16 HS After School Professional Development (2:20 - 3:50)
- 24 HS Conferences (5:00 - 8:00)
- 25 HS Conferences (2:40 - 5:40)

Nov 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**November**

- 6 AM: Elem Planning
- 12 Nov 12 - 16 Elementary Conference Week
- 14 MS Conferences (5:00 - 8:00)
- 15 MS Conferences (3:10 - 6:10)

Dec 2007						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 16 Elem Conference Day
- 21 (Comp Day)
- HS Marking Period Ends
- 22 Thanksgiving Recess
- 23 Thanksgiving Recess

**December**

- 4 PM: Middle School Records
- 5 Prof Dev - District In-service
- 24 Dec 24 - Jan 4 Winter Recess

Jan 2008						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**January**

- 16 PM: HS Records Day
- 17 PM: HS Records Day

## APPENDIX B

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**APPENDIX C  
EXTRA WORK/EXTRA PAY**

**HIGH SCHOOL**

<b><u>Coaches: Head Varsity</u></b>	<b><u>PERCENT</u></b>
Baseball	8
Basketball	10
Bowling	6
Cross Country	7
Football	12.5
Golf	6
Gymnastics	10
Soccer	8
Softball	8
Swimming	10
Tennis	6
Track	8
Volleyball	10
Wrestling	10

**Coaches: Assistant & J.V.**

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

**Ninth Grade Coaches**

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

**Other**

Assistant Athletic Coordinator	8	1 <sup>st</sup> Step BA
Cafeteria Supervisor	6.4	1 <sup>st</sup> Step BA
Cheerleaders	3	(1 season)
Assistant Cheerleaders	2	(1 season)
9 <sup>th</sup> Grade Cheerleaders	2	(2 seasons)
Competitive Cheerleading (Head Coach)	6	
Competitive Cheerleading (Ass't Coach)	4	
School Technology Leader	8	1 <sup>st</sup> Step BA
Dance Director	4	
Debate	7.5	
Dramatics (per production)	3.5	
Forensics	5.5	
Freshman Class Sponsor	3.5	1 <sup>st</sup> Step BA
Instrumental Programs	5	
Intramurals	8.5	4 <sup>th</sup> Step BA
Junior Class Sponsor	3.5	3 <sup>rd</sup> Step BA
Marching Band	10.5	
Musical/Operetta	6.5	
Pit Orchestra Director	2	1 <sup>st</sup> Step BA
Chorus Director	2	1 <sup>st</sup> Step BA
Choreographer	2	1 <sup>st</sup> Step BA
National Honor Society	3	1 <sup>st</sup> Step BA
Newspaper	8	
Photographer	4	
Planetarium	9	
Quiz Bowl Sponsor (Varsity)	3.5	
Quiz Bowl Sponsor (Junior Varsity)	2	
Set & Stage Manager	3.5	
Senior Class Sponsor	3.5	5 <sup>th</sup> Step BA
Sophomore Class Sponsor	3.5	1 <sup>st</sup> Step BA
STEP Sponsor	4	
Summer Band Camp	2.5	
Vocal Music Programs	10	
Wardrobe Manager	4	
Weightlifting	7.5	
Yearbook	7	
Band Assistant	6	
Marching Band Guard	2.5	
Future Teachers Club	2	1 <sup>st</sup> Step BA
Ford Tech Honor Society	3	1 <sup>st</sup> Step BA
HOSA Coordinator	2	
VICA Coordinator	3	
Robotics	2	

**Cadre**      Single \$18.00                      Double      \$36.00

## MIDDLE SCHOOL

### Coaches:

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

### Other

All-City Band	4.25
All-City Orchestra	4.25
Athletic Director	10 1 <sup>st</sup> Step BA
Cafeteria Supervisor	6.4 1 <sup>st</sup> Step BA
Cheerleading	5.5
School Technology Leader	6.5 1 <sup>st</sup> Step BA
Dance	3
Dramatics (per production)	3.5
Forensics	3.5
Instrumental Programs	5
Intramurals	7.5 4 <sup>th</sup> Step BA
Musical/Operetta	6.5
National Honor Society	2 1 <sup>st</sup> Step BA
Newspaper	4.5
Photographer	2
Quiz Bowl Sponsor	2
Set & Stage Manager	3.5
Student Council	2 1 <sup>st</sup> Step BA
Vocal Music Programs	5
Wardrobe Manager	3.5
Yearbook	4

## ELEMENTARY

All-City Band	4.25
All-City Chorus	4.25
All-City Orchestra	4.25
School Technology Leader	5 1 <sup>st</sup> Step BA
Emergency Duty Medication/ Lunch Supervisor	2 1 <sup>st</sup> Step BA
Newspaper	2

Safety Patrol Sponsor	6 4 <sup>th</sup> Step BA
Service Squad Sponsor	6 4 <sup>th</sup> Step BA
Student Council	2

**DISTRICT-WIDE**

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

Add Cheerleading to Article 23.13

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

## APPENDIX D

### Marshall Substitute Bank Plan

This plan is designed to provide for hourly substitute coverage at the middle school and high school (excluding Career/Tech) levels. The program is voluntary on the part of teachers and administration.

1. The plan will be operational from the opening of the school year through the month of May of that school year.
2. Teachers volunteering to participate in the program must realize that they must accept substitute assignments unless s/he has notified the principal before school that day. The reason for such notification must be for a valid purpose.
3. The following teachers can volunteer to participate in the program:
  - a. All classroom teachers
  - b. Counselors
  - c. Media staffIn the case of counselors and media staff, they must declare the hour of the day at the time of sign up that they will be available for substituting.
4. Teachers participating in the program will bank time in lieu of pay. This banked time will be used by the teacher as compensatory time.
5. Teachers will take a full day off from work for every six (6) hours of banked time. Teachers may only take full days of compensatory time.
6. The maximum accumulation of banked time shall not exceed twelve (12) hours.
7. If, at the end of May, the teacher has less than six hours of banked time, the teacher will be paid at the contracted hourly rate on the last regular pay date for this time.
8. No compensatory time will be taken after the end of the month of May or preceding or following a holiday/recess period and gaming days.
9. Coverage of classes under this program will be approved and assigned by the building administrator.
10. Teachers not participating in this program will be paid in accordance with Article 24.7 for hourly substituting.



**APPENDIX E**

Wayne-Westland Community Schools  
**Non-Tenured Teacher Plan of Instruction Form**

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Class to be observed: Date \_\_\_\_\_ Period/Time \_\_\_\_\_

Subject \_\_\_\_\_ Unit Topic \_\_\_\_\_

I. Objective(s)

II. Instructional Strategies/Activities

III. What evidence will be sought from students to assess the degree to which the objective(s) was reached?

IV. You should be able to discuss the approaches you might use in motivating students. Also attach copies of handouts, worksheets, tests, etc. That might be part of II or III above.

V. As an observer, please provide feedback on:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

APPENDIX F

Wayne-Westland Community Schools

NON-TENURED TEACHER PROFESSIONAL GROWTH EVALUATION CHECKLIST

Name \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Building \_\_\_\_\_

1. CLASSROOM TEACHER

A. INSTRUCTIONAL

Satisfactory                      Unsatisfactory

- 1. Prepares for assigned classes and responsibilities.  
Shows evidence of adequate preparation .....(    ).....(    )
- 2. Demonstrates clear purpose and objectives .....(    ).....(    )
- 3. Provides instruction at the appropriate level of difficulty  
for each learner .....(    ).....(    )
- 4. Responds to the efforts of the learners and adjusts instruction to  
maximize learning by using a variety of methods and materials.....(    ).....(    )
- 5. Provides opportunities for active involvement of the learner.....(    ).....(    )
- 6. Monitors learning interactions and checks learners for understanding.....(    ).....(    )
- 7. Implements district approved curriculum .....(    ).....(    )
- 8. Demonstrates competency in subject matter.....(    ).....(    )
- 9. Appropriately assesses and records learner performance .....(    ).....(    )
- 10. Demonstrates productive use of time on task .....(    ).....(    )
- 11. Appropriately utilizes available technological resources .....(    ).....(    )
- 12. Organizes instruction and monitors achievement toward mastery  
learning for all students .....(    ).....(    )
- 13. Utilizes current research-based instructional  
strategies to enhance learning .....(    ).....(    )
- 14. Monitors and adjusts to accommodate learning styles .....(    ).....(    )

B. ENVIRONMENT

Satisfactory                      Unsatisfactory

- 1. Establishes an environment that focuses on student learning .....(    ).....(    )
- 2. Takes all necessary and reasonable precautions to provide  
a healthy and safe environment .....(    ).....(    )
- 3. Utilizes equipment, materials, and facilities appropriately .....(    ).....(    )
- 4. Treats individuals within the school community with  
dignity and respect .....(    ).....(    )

C. COMMUNICATION

Satisfactory                      Unsatisfactory

- 1. Demonstrates active listening skills .....(    ).....(    )
- 2. Establishes and maintains open lines of communications .....(    ).....(    )
- 3. Demonstrates effective verbal and written communications .....(    ).....(    )

D. POLICY AND PROCEDURES

Satisfactory                      Unsatisfactory

- 1. Maintains records as required by law, district policy, and  
administrative regulations .....(    ).....(    )
- 2. Attends and participates in district, faculty and departmental meetings.....(    ).....(    )
- 3. Abides by school district policies, building procedures,  
master agreement and state and federal law .....(    ).....(    )

E. PROFESSIONALISM

Satisfactory                      Unsatisfactory

- 1. Participates in lifelong learning activities, i.e., staff development,  
continuing education opportunities, university studies and  
professional research .....(    ).....(    )
- 2. Creates a favorable professional impact by words, action,  
appearance and attitudes .....(    ).....(    )

- 3. Shares general school and district responsibilities .....( )..... ( )
- 4. Establishes and maintains professional relations .....( ).....( )
- 5. Contributes to building and district mission and goals.....( ).....( )

**II. COMMENTS AND RECOMMENDATIONS**

**A. STRENGTHS**

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**B. SUGGESTIONS FOR IMPROVEMENTS**

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**C. ADDITIONAL RESPONSIBILITIES OUTSIDE OF THE CLASSROOM**

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Additional sheet(s) may be attached.

Based upon the observations made to date and an overall evaluation of the teacher's performance to this point, the recommendation on the status of the teacher for next year is \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signature of Principal

Signature of Teacher

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

# NON-TENURED TEACHER

Professional Development Goal Setting Plan

(Years 3 and 4 only)

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Administrator \_\_\_\_\_

## Introductions

The teacher(s) should complete the sheet before the fall meeting with the administrator. This worksheet is to help stimulate ideas, thoughts, and provoke discussion with the administrator as the goal is developed.

## Team Composition (2-5 persons) if applicable

The number of people to be involved in my "team" is \_\_\_\_\_. The following people have agreed to be on my team.

\_\_\_\_\_  
\_\_\_\_\_

Goal: (1 goal per sheet)

Personal Action Plan:

Administrative Support Plan:

Indicators of Progress:

Expected Outcomes/Modifications:

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



APPENDIX I  
WAYNE-WESTLAND CERTIFIED STAFF  
PROFESSIONAL STANDARDS

INSTRUCTION

1. Prepares for assigned classes and responsibilities. Shows evidence of adequate preparation.  
*Develops and sequences long and short term objectives and learning activities within the district approved curriculum. Uses pre/post testing, diagnostic information, and prior knowledge of the students to develop daily learning outcomes.*
2. Demonstrates clear purpose and objectives.  
*Establishes the purpose of the lesson and makes objectives known to students prior to direct learning activities.*
3. Provides instruction at the appropriate level of difficulty for each learner.  
*Assesses students prior knowledge and ability to meet learning objectives through such methods as discussion, questioning, relating experiences, brain storming, pre/post testing, etc. Designs lesson activities to make the connection, provides examples, points out similarities and differences, uses associations and analogies. Identifies and capitalizes on student interests and experiences and relates student experiences to classroom learning activities. Creates and/or adapts instructional materials and resources to meet student needs. Plans and uses different cognitive, affective, and psychomotor strategies to maximize learning and to accommodate differences in the backgrounds, learning styles, aptitudes, interest, levels of maturity and achievement of students.*
4. Responds to the efforts of the learners and adjusts instruction to maximize learning by using a variety of current research-based methods and materials.  
*Selects instructional methods and learning activities that are compatible with content, learning styles and student abilities. Uses motivational strategies that connects the lesson objective to the interests of students and the kinds of activities that will keep students on task and interested. Stimulates the thinking inquiry and curiosity of students to promote learning.*
5. Provides opportunities for active involvement of the learner.  
*Plans for meaningful instruction during the entire instructional period during which students have many opportunities to be actively involved through such things as discussion, questioning, meaningful activities, demonstrations, and real life examples. Incorporates activities that foster student interaction with the material and with one another. Creates an expectation for all students to participate with motivating and relevant hands-on experiences. Promotes*

*higher order thinking skills, problem-solving strategies, decision-making skills, and creative thinking. Engages students in practical activities that demonstrate the relevance, purpose, and function of the subject matter.*

6. Monitors learning interactions and checks learners for understanding.  
*Utilizes effective strategies to monitor student progress during instruction. Observes student learning behaviors and encourages student progress by providing specific feedback and reinforcement of student efforts. Revises and adjusts instruction during the lesson based on student responses. Provides flexibility during instruction to accommodate student needs. Analyzes student mistakes and reteaches when necessary. Changes mode of delivery in response to student needs. Provides relevant opportunities through guided practice and independent practice for students to demonstrate new learning. Provides immediate feedback to the students as it relates to the lesson. Establishes opportunities for students to both interact with other students for understanding and clarification and to self reflect on goal attainment.*
7. Implements district approved curriculum.  
*Is familiar with grade level objectives for all of the revised curriculum. Uses the textbook and other supplementary materials to accomplish grade level objectives.*
8. Demonstrates competency in subject matter.  
*Knows and understands a board, conceptual base of the subject matter, the discipline's relationship with other disciplines, the discipline's history, organization, and means of inquiry, and the school and community resources related to his/her discipline. Remains current in content and effective instructional techniques related to that content. Is well versed in subject matter being taught to be able to give appropriate examples and real world application experiences. Is able to respond appropriately to student inquires. Provides relevant examples and promotes models of higher level thinking. Presents definitions, examples, illustrations or concrete points of reference as appropriate. Appropriately interprets current findings in his/her field of expertise. Assesses and selects current and accurate resources and materials related to the subject area. Accesses and uses updated information and procedures.*
9. Appropriately assesses and records learner performance.  
*Provides on-going assessment that encourages student progress. Uses performance-based, paper pencil, and other assessment strategies to best meet the intent of the objective. Encourages students to self assess and monitor their own progress.*

10. Demonstrates productive use of time on task.  
*Organizes and arranges lessons to give students maximum time on task. Starts lessons promptly and purposely to keep non-instructional time to a minimum. Organizes instructional time for continual active involvement of the student. Minimizes time needed for distribution of materials and plans for remedial and enrichment activities for students who either finish early or need longer time to grasp the lesson objective. Concludes lessons clearly, providing opportunities for student closure and teacher summary.*
11. Appropriately utilizes available technological resources.  
*Incorporates a variety of congruent and appropriate examples, models, antidotes, analogies, metaphors, and technology into the lessons. Helps students access and use information, technology and other resources in order to become independent learners and problem-solvers.*
12. Organizes instruction and monitors achievement toward mastery learning for all students.  
*Organizes the curriculum into units and daily lesson plans by theme, topic, level of difficulty, and appropriate scope and sequence. Provides sufficient practice opportunities for all students to achieve lesson objectives. Gives shortened or additional assignments when necessary. Helps all students to experience success. Allows students who meet the lesson objective early to participate in enrichment activities and provides a variety of additional assignments with various learning approaches for students who need additional practice. Integrates a variety of monitoring strategies into the lesson plans and adjusts plans as appropriate in relationship to feedback received from the assessment activities. Assures the congruence of curriculum, instruction and assessment procedures.*
13. Utilizes current research-based instructional strategies to enhance learning.  
*Incorporates homework and extended activities into the lesson. Uses high expectation for optimal achievement to foster excellence in all students. Takes advantage of district, county, and regional staff development opportunities to develop a working knowledge of research-based strategies to enhance learning.*
14. Monitors and adjusts to accommodate learning styles.  
*Makes principled judgments congruent to student's need(s) by incorporating knowledge and understanding of learning theory, learning styles, and stages growth and development. Evaluates, selects and modifies resources and activities consistent with instructional objectives.*



## ENVIRONMENT

1. Establishes an environment that focuses on student learning.

*Organizes and arranges the classroom environment to reinforce the curriculum. Creates, enriches, maintains, and alters instructional settings to capture and sustain the interest of students. Conveys clear behavioral expectations to students and parents and monitors for compliance. Uses variations in voice, movement, and pacing to focus attention during lessons. Requires active attention and involvement of all students. Has materials organized and readily available for instruction. Uses techniques to establish and maintain student motivation through such things as positive recognition, and verbal and nonverbal cues. Establishes a trusting environment that fosters risk taking, student self reflection, creativity, discovery, and personal growth. Enhances positive student self-concept and attitude toward learning. Respects and shows sensitivity to individual needs and concerns by treating sensitive situations with discretion, and maintaining confidentiality. Appropriately incorporates parent aides, volunteers and peer tutors to assist students in meeting objectives and to enhance instruction. Uses community resources to enhance instruction. Circulates around the room while students are working independently, keeping them on task and providing help as needed.*

2. Takes all necessary and reasonable precautions to provide a healthy and safe environment for students.

*Selects and applies appropriate discipline strategies. Displays a list of expected student behaviors in a positive manner. Conveys clear behavioral expectations to students and parents and monitors for compliance. Responds to misbehavior in a direct, supportive, and non-disruptive way. Continually monitors the classroom for safety and respect. Gives specific corrective behavioral feedback in a clear, firm and consistent manner. Utilizes research-based affective strategies. Works cooperatively with administration, parents, support staff and others to develop and carry out a plan to improve specific and chronic behavior problems. Focuses on student behavior rather than personality. Teaches students how to pose and solve their own problems. Encourages students to respect the rights and property of others.*

3. Utilizes equipment, materials, and facilities appropriately.

*Uses floor space efficiently, considering instructional areas and traffic patterns. Uses bulletin boards and other display areas to reinforce objectives, motivate students, and display student work that reflects learning outcomes. Uses physical plant resources (library, computer lab, gymnasium, etc.) to enhance instruction.*

4. Treats individuals within the school community with dignity and respect.  
*Views students as capable individuals, and addresses students in a respectful manner. Takes responsibility for what occurs in the classroom. Works cooperatively with administration, staff members and parents toward the success of all students. Displays a sense of inner control by portraying a consistent emotional demeanor and listens to others with empathy and understanding. Plans instruction to accommodate cultural, racial, and social diversity.*

**COMMUNICATION**—Uses effective communication skills.

*Demonstrates active listening skills and establishes open lines of communication with parents, administration, staff members and community. Demonstrates effective verbal and written communication skills. Clearly explains student performance to parents, students and other educators. Communicates an expectation of success to students.*

### **POLICY & PROCEDURES**

Maintains records as required by law, district policy, and administrative regulations.

Attends and participates in district, faculty and departmental meetings.

Abides by school district policies, building procedures, master agreement and state and federal law.

### **PROFESSIONALISM**

Participates in life-long learning activities, i.e., staff development, continuing education opportunities, university studies and professional research.

*Uses professional development resources and opportunities to enhance instruction. Accepts teaching as a life-long learning process with continual efforts to develop and improve. Interacts successfully with other teachers, parents, students, administrators and other support personnel to benefit students and to advance one's own professional development. Engages in meaningful self-evaluation and reflection on the professional practice of teaching and learning.*

Creates a favorable professional impact by words, action, appearance and attitudes.

*Displays an enjoyment and enthusiasm for teaching and expects students to enjoy learning. Portrays a positive self concept and attitude toward teaching. Recognizes individual and cultural*

*diversity among students and within the staff and community. Does not communicate prejudices about other cultures, but expresses interest in learning about students from different races and cultures. Serves as a positive role model in the school environment by supporting district and building level goals and activities. Relates to all students in the school in a constructive manner. The effective teacher believes that all students can be successful. Creates a supportive classroom community based on mutual respect and caring. Functions as a child advocate. Displays self-control and poise. Implements suggestions for improvement.*

Shares general school and district responsibilities.

*Makes decisions based on research and personal experience in human relations skills.*

Establishes and maintains professional relations.

*Works cooperatively with others and respects the rights of others to hold differing views and values.*

Contributes to building and district mission and goals.

*Supports district and school improvement goals and activities. Educates students for membership in a global multi-cultural society that affirms diversity of its members. Offers support to peers. Uses assessment results appropriately when making recommendations about individual students, planning, instruction, developing curriculum, and giving input into school improvement.*

# APPENDIX J

Wayne-Westland Community Schools

## Non-Tenure Professional Support Plan Awareness Narrative Form

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Discussion Summary

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**DISPOSITION**

Concerns Addressed Satisfactory: \_\_\_\_\_ Move to Support Stage: \_\_\_\_\_

Comments:

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX K

Wayne-Westland Community Schools

## Individualized Support Plan Non-Tenure

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

The following Individualized Support Plan, including 1, 2, or 3 goals, is provided to assist in improving identified area(s) of concern.

**a. Goal:** (1 Goal per Sheet)

**b. Strategies for goal achievement:**

**c. Criteria for measuring success:**

d. Timeline for successful improvement:

e. Date to review Individualized Support Plan:

Teacher Signature: \_\_\_\_\_ Administrative Signature: \_\_\_\_\_

As a result of the Individualized Support Plan, the following action is recommended:

Return to Professional Growth Plan

Refer to Employee Services

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

# APPENDIX L

## Wayne-Westland Community Schools TENURED TEACHER NARRATIVE CHECKLIST SUMMATIVE EVALUATION FORM

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

### 1. CLASSROOM TEACHER

#### A. INSTRUCTIONAL

	Meets Expectations	Needs Improvement	Unsatisfactory
1. Prepares for assigned classes and responsibilities. Shows evidence of adequate preparation .....	( )	( )	( )
2. Demonstrates clear purpose and objectives .....	( )	( )	( )
3. Provides instruction at the appropriate level of difficulty for each learner .....	( )	( )	( )
4. Responds to the efforts of the learners and adjusts instruction to maximize learning by using a variety of methods and materials.....	( )	( )	( )
5. Provides opportunities for active involvement of the learner.....	( )	( )	( )
6. Monitors learning interactions and checks learners for understanding...	( )	( )	( )
7. Implements district approved curriculum .....	( )	( )	( )
8. Demonstrates competency in subject matter.....	( )	( )	( )
9. Appropriately assesses and records learner performance .....	( )	( )	( )
10. Demonstrates productive use of time on task .....	( )	( )	( )
11. Appropriately utilizes available technological resources .....	( )	( )	( )
12. Organizes instruction and monitors achievement toward mastery learning for all students.....	( )	( )	( )
13. Utilizes current research-based instructional strategies to enhance learning .....	( )	( )	( )
14. Monitors and adjusts to accommodate learning styles .....	( )	( )	( )

COMMENTS/RECOMMENDATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### B. ENVIRONMENT

	Meets Expectations	Needs Improvement	Unsatisfactory
1. Establishes an environment that focuses on student learning .....	( )	( )	( )
2. Takes all necessary and reasonable precautions to provide a healthy and safe environment .....	( )	( )	( )
3. Utilizes equipment, materials, and facilities appropriately .....	( )	( )	( )
4. Treats individuals within the school community with dignity and respect .....	( )	( )	( )

COMMENTS/RECOMMENDATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**C. COMMUNICATION**

	Meets Expectations	Needs Improvement	Unsatisfactory
1. Demonstrates active listening skills .....	( )	( )	( )
2. Establishes and maintains open lines of communications .....	( )	( )	( )
3. Demonstrates effective verbal and written communications .....	( )	( )	( )

COMMENTS/RECOMMENDATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**D. POLICY AND PROCEDURES**

	Meets Expectations	Needs Improvement	Unsatisfactory
1. Maintains records as required by law, district policy, and administrative regulations .....	( )	( )	( )
2. Attends and participates in district, faculty and departmental meetings. ....	( )	( )	( )
3. Abides by school district policies, building procedures, master agreement and state and federal law .....	( )	( )	( )

COMMENTS/RECOMMENDATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. PROFESSIONALISM**

	Meets Expectations	Needs Improvement	Unsatisfactory
1. Participates in lifelong learning activities, i.e., staff development, continuing education opportunities, university studies and professional research .....	( )	( )	( )
2. Creates a favorable professional impact by words, action, appearance and attitudes .....	( )	( )	( )
3. Shares general school and district responsibilities .....	( )	( )	( )
4. Establishes and maintains professional relations .....	( )	( )	( )
5. Contributes to building and district mission and goals.....	( )	( )	( )

COMMENTS/RECOMMENDATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Recommended for Continuing Professional Development..... Yes ( ) ..... No ( )

Recommended for Tenure Professional Support Plan..... Yes ( ) ..... No ( )

ADMINISTRATIVE SIGNATURE

DATE

I have received a copy of the Tenured Teacher Professional Development Plan and understanding a copy of this document will be included in my personnel file.

TEACHER SIGNATURE

DATE

My signature indicates that I have seen and received a copy of this report.



**TENURED TEACHER**  
Continuous Goal Setting and Action Plan Worksheet

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Administrator \_\_\_\_\_

**Introductions**

The teacher(s) should complete the sheet before the fall meeting with the administrator. This worksheet is to help stimulate ideas, thoughts, and provoke discussion with the administrator as the goal is developed.

**Team Composition** (2-5 persons) if applicable

The number of people to be involved in my "team" is \_\_\_\_\_. The following people have agreed to be on my team.

\_\_\_\_\_  
\_\_\_\_\_

**Goal:** (1 goal per sheet)

**Personal Action Plan:**

**Administrative Support Plan:**

**Indicators of Progress:**

**Expected Outcomes/Modifications:**

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX N  
Wayne-Westland Community Schools  
**TENURED TEACHER**

**Summative Conference Report**

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Goal(s) Selected

Goal(s) Results

Reflections

Recommended for Continuing Professional Development                      Yes                      No

Recommended for Tenure Professional Support Plan                      Yes                      No

\_\_\_\_\_  
ADMINISTRATIVE SIGNATURE

\_\_\_\_\_  
DATE

I have received a copy of the Tenured Teacher Professional Development Plan and understanding a copy of this document will be included in my personnel file.

\_\_\_\_\_  
TEACHER SIGNATURE

\_\_\_\_\_  
DATE

My signature indicates that I have seen and received a copy of this report.

# APPENDIX O

Wayne-Westland Community Schools

## Individualized Support Plan

### Tenure Professional Support Plan Awareness Narrative

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Discussion Summary

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**DISPOSITION**

Concerns Addressed Satisfactory: \_\_\_\_\_ Move to Support

Stage: \_\_\_\_\_

Comments:

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX P

Wayne-Westland Community Schools  
**Tenured Teacher Individualized Support Plan**

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ Administrator \_\_\_\_\_

Building \_\_\_\_\_ Subject \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

The following Individualized Support Plan, including 1, 2, or 3 goals, is provided to assist in improving identified area(s) of concern.

**a. Goal:** (1 Goal per Sheet)

**b. Strategies for goal achievement:**

**c. Criteria for measuring success:**

d. Timeline for successful improvement:

e. Date to review Individualized Support Plan:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Administrative Signature

As a result of the Individualized Support Plan, the following action is recommended:

- Continue on support plan
- Return to Professional Development Plan
- Refer to Employee Services

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

**MEMORANDUM OF UNDERSTANDING  
CONCERNING "HIGHLY QUALIFIED" STATUS**

If a teacher is "highly qualified" under the No Child Left Behind Act (NCLB) in the position he/she occupies on the date of ratification, the District will attempt to leave the teacher in that position, subject to the terms of the collective bargaining agreement.

A teacher who is not "highly qualified" by April 1, 2006 is not eligible for assignment to a teaching position for which "highly qualified" status is required. A teacher in such an assignment on April 1, 2006 will be considered displaced and subject to reassignment or layoff according to Article 29 of the collective bargaining agreement.

After April 1, 2006, "highly qualified" status will be considered a "qualification" for all teaching positions for which "highly qualified" status is required by NCLB.

The District will solicit information from teachers to determine, preliminarily, whether they are "highly qualified". The District will inform teachers whether or not the District believes they are "highly qualified" for the position they held on the date they provided information based on the information submitted.

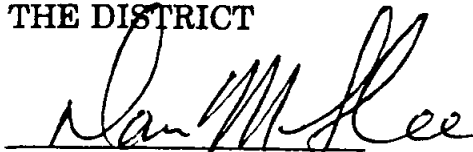
The District and the Association will appoint a four member committee (two District and two Association appointees) who, by majority vote, will determine whether District teachers meet "highly qualified" status according to Michigan's High Objective Uniform State-Standard of Evaluation (HOUSSE). In cases where the committee determines teachers are not "highly qualified", it will provide the rationale for its determination. The District will pay the Association appointees \$50.00 per teacher evaluated up to a maximum of \$2,000.00 per year for serving on this committee. This paragraph of this Memorandum of Understanding will expire at the end of the 2005-2006 school year.

Teachers who achieve "highly qualified" status by passing a test or tests approved by the Michigan Department of Education for that purpose will be reimbursed by the District for such passed tests.

This Memorandum of Understanding, and the phrase "NCLB" as it appears in articles 8.1 and 31.1 of the collective bargaining agreement, are not intended, and should not be construed, to impose requirements beyond those set forth in the "highly qualified" provisions of NCLB and its implementing regulations and, if those provisions are amended or repealed, the meaning of this Memorandum and the phrase NCLB as it appears in those articles, will be amended or repealed accordingly.

THE DISTRICT

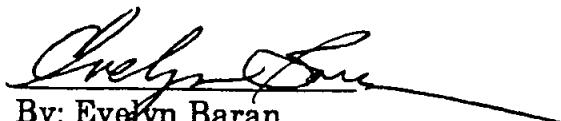
THE UNION



By: Dan M. Slee

Its: Assistant Superintendent

Dated: 6/23/04



By: Evelyn Baran

Its: Executive Director

Dated: 6/23/04