

Local 10/Westwood Heights Schools Education Association

AGREEMENT WITH THE WESTWOOD HEIGHTS SCHOOLS BOARD OF EDUCATION

2024 -2027

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AGREEMENT

This contract entered into this 18th day of September 2024, by and between the Board of Education of the District of Westwood Heights, Flint, Michigan, hereinafter called the "Board", and the Local 10/Westwood Heights Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

ARTICLE 1: RECOGNITION

A. The Board hereby recognizes that the Local 10/Westwood Heights Education Association (the "Association") has been duly elected in a Michigan Employment Relations Commission election as the exclusive bargaining representative for professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians, visiting teachers advising or critic teachers, teachers of the homebound or hospitalized, "special education" teachers, non-certificated teachers and speech or hearing therapist employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and non-teaching, non-certificated personnel. The term "teacher", when used hereafter in this Contract, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

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

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Contract. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract, provided that the Association has been given opportunity to be present at such adjustment.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained in this paragraph shall be the basis for any grievance. The rights teachers may derive from sources other than this Contract shall not be the basis for a grievance unless such rights are set forth elsewhere herein.

ARTICLE 2: TEACHER RIGHTS

A. The Board hereby recognizes the right of the employees covered by this agreement to freely organize, support, and maintain an Association. Members of this bargaining unit are free to join, or not join, the Association. The Association has been established for the purpose of engaging in collective bargaining or negotiation on behalf of the bargaining unit and other concerted activities for mutual aid and protection of its members. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit members with respect to hours, wages or any terms or conditions of employment by reasons of their membership, or non-membership, in the Association, their participation, or non-participation, in any activities of the Association or collective professional negotiations with the Board, or the commencement of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association shall have the reasonable use of buildings and facilities when arrangements are made in advance with building administrators. Members of the Association may wear pins, insignia and other items of identification with the Association which do not interfere with the educational process. Lounge bulletin boards and the school mail system, including email, shall be made available for the Association's reasonable use. This includes one prominent bulletin board during National Education Week.

C. Upon written request to the superintendent by the Association, the Board shall make available to the Association one copy of such information concerning current financial resources of the District, current and projected budget allocations when completed and the current revenue information including, but not limited to, the following:

1. The existing State-Aid Formula Revenue received.
    a. Changes, including expected increases or decreases, in the State-Aid Formula.
2. The current local tax base, millage, assessed and expected increase in base.
3. State, Federal and County Aid.
4. Special revenue, including:
    a. Special Education
    b. Vocational Programs
    c. Guidance and Counseling
    d. Driver Education
    e. Remedial Education
    f. Gifts, Bequests or other “Special Programs”
5. Annual Financial Report - Form B or its equivalent.
6. A copy of the DE 1010 Personnel Report or its present equivalent, the Certified Personnel Register, shall be made available for use of the Association by the Superintendent upon the Association's request.
7. The Association shall also have access to all documents and information to which it is legally entitled.

D. The Superintendent shall clearly define all coordinative and administrative positions as they relate to or affect the work and responsibilities of the teachers. Said job descriptions shall be accompanied by a Responsibility Flow Chart. This shall be placed in the Staff Handbook and furnished to the teacher no later than the first day of school.

E. Each teacher shall be responsible to one immediate supervisor and his/her assistant who shall coordinate that teacher's duties and responsibilities, except when the immediacy of the situation requires prompt and necessary action. The immediate supervisor, for the purpose of this section, for these teachers, shall be appointed at the beginning of the school year.

F. The Association shall have the right to use school facilities and school equipment including computers and other duplicating equipment, as well as all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost for all materials and supplies incidental to such use. These supplies shall be requisitioned to the Business Office. Such equipment shall be used in the assigned area.

G. The Board shall provide the Association with a copy of regular Board meeting agendas. The Board shall provide the Association with a copy of the minutes when approved.

ARTICLE 3: PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Contract are set forth in Schedule A (attached).

B. All new teachers shall at the time of initial employment, receive credit for previous teaching experience up to a maximum of ten years. The number of years of experience credited will be typed on the teacher contract prior to the teacher's signature.

C. All new teachers shall at the time of initial employment receive credit for military or Peace Corps service up to a maximum of two years.

D. All teachers currently receiving experience credited pursuant to B, C and D shall continue to receive the current level of credit. Correspondence course credits will not apply to the salary schedule.

E. Coaching, cheerleading and student activities rates of pay are set forth in Schedule B.

F. Department Heads 7-12:

1. Appointment:
   a. A department head may be appointed whenever there is an average of two full-time teachers in a subject area. Full time to mean ten or more sections per week, for the full year, taught in a subject area. If a department head is not appointed, work previously performed by said department head will not be assigned to another teacher.
   b. Teachers within our school system will be considered first, if they meet all requirements.
   c. The final decision for an appointment rests with the Principal, who shall have consulted with the Superintendent.
2. Qualifications:
   a. Have a permanent certificate
   b. Have tenure
   c. Be assigned to teach at least 15 hours per week (three sections) in the department.
3. Salary Differential:

a. Departments with 10-14 sections	0.015 of Base
b. Departments with 15-19 sections	0.020 of Base
c. Departments with 20 or more sections	0.030 of Base
d. Vocational Director	0.020 of Base

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

G. Elementary Grade Sponsor/Chairperson – (Refer to Schedule B Elementary Grade Sponsor/chairperson Job Description). (Aug. 2007)

H. Teachers will be moved up on the salary schedule only at the beginning of a semester and after they have completed two full semesters of teaching in the Westwood Heights School System. Teachers move horizontally on the salary schedule only at the beginning of the school year. There will be no credit on the salary schedule granted for partial semesters.

I. Teachers teaching part-time (less than five sections) shall have a conference period. The length of the conference period shall be determined by the number of hours taught and computed at the rate of one- fifth ($1/5^{th}$) of an hour per hour taught. Pay for this period shall be that number of fifths times one-sixth ($1/6^{th}$) of one-one hundred eighty second ($1/182^{nd}$) of that teacher's full-time yearly salary rate. If the teacher's conference period falls between classes taught, they shall be compensated for a full hour.

J. Undergraduate classes needed for new state certification pertaining to computer education shall count toward movement on the professional salary scale. Teachers not working toward computer certification will be limited to one undergraduate class.

K. Merit Pay: The district has implemented and will maintain a method of compensation for its teachers that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. This method of compensation has been adopted by board resolution but was not negotiated as part of this collective bargaining agreement.

ARTICLE 4: TEACHING HOURS

A. The teacher's normal teaching hours in the Westwood Heights Schools shall be as follows:

1. Teachers are required to report to their respective teaching buildings 15 minutes prior to the opening of the pupils' regular school day in the morning.

   Teachers are encouraged to report to their respective buildings at least 30 minutes prior to the beginning of the homeroom period to handle personal or necessary responsibilities.

2. Teachers shall leave the building no earlier than ten minutes after the final student dismissal bell. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teachers, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day and normal bus leaving time. Teachers taking courses which the Administration feels will benefit the School District and where the last ten minutes prevents said teacher from arriving at class on time, may have the last ten minutes waived at the discretion of the principal.

B. The Board recognizes the principle of a standard set work schedule and will, so far as possible, make professional assignments that can be completed within such a work schedule. This work schedule will not exceed seven and a half hours (7 hours and 30 minutes) per day. The Board will not require teachers to work regularly in excess of such work schedule within or outside of any school building except by mutual consent of the Board and Association.

C. All teachers shall be provided a 30 minute duty-free and uninterrupted lunch period. Uninterrupted to be interpreted to include phone calls, messages, minor first aid duties that can be handled by the playground monitor, etc. Such period to be determined by building administration.

D. Preparation time shall be provided to all teachers of the Westwood Heights School System. Preparation time shall be defined as an average of 80 minutes per day including a 30 minute duty-free uninterrupted lunch period, at least one 40 minute or more consecutive block of prep time, including passing time when a teacher has no students under their supervision. (09-10) This time is essential for teachers to prepare therefore, teachers shall not be required to give up more than one planning period per week for activities such as IEP's, Grade Level meetings, SAT meetings, PLC meetings, etc. All remaining planning periods will be reserved for teacher chosen planning activities. (2012) Elementary preparation time may be provided through but not limited to the employment of music, art, physical education, library when a librarian is on duty and/or other enrichment programs.

E. No certified employee shall leave an assigned duty area for any reason, except an emergency, without the permission of the Building Principal or other Administrator.

F. The Building Principal shall be responsible for calling regular staff meetings to provide necessary information to the building staff:

1. Such meeting time and length to be determined by the Building Principal in consultation with the Building Association VP and AR's:

a. Each meeting will not exceed one hour in length.

b. Such meetings will be limited to one staff meeting and one PLC meeting per month. (2012)
c. Such meetings will not be more frequent than once per month.
d. Meetings will not be scheduled on full-day Fridays or days before vacation breaks.

e. Meeting dates will be announced not less than two weeks before the meeting date unless there is agreement of the building Association VP and AR's.

2. Teachers will attend all meetings for their entire length unless excused by mutual agreement of the Building Principal and Building Association VP and AR's.

3. Department Head and Elementary Sponsor meetings shall be conducted in the same manner.

4. Emergency meetings may be called by the principal, and all teachers should attend when possible. When a teacher is unable to attend, the teacher must notify the principal and schedule a time to obtain the emergency information. [05-06]

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

H. Parent-Teacher Conferences:

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

   Teachers involved in rotational classes who meet parents/guardians after school in the week after parent-teacher conferences will be compensated for every hour of conference time at $30.00 per hour or have one hour added to their personal, compensatory, or sick time. See Article 8B.

2. Secondary Building(s) Conferences Schedule for fall and spring, refer to calendar for dates and times.

3. Teachers will receive an additional one-half day off to compensate for evening conferences.

4. Conferences to be held according to the following guidelines:

   a. Teachers taking classes for college credit shall be excused from said conferences provided equal time is provided by said teacher for meeting with parents. Reports on conferences scheduled and held will be handled in the same manner as those held on the regular conference days.

   b. Teachers should schedule other parent/guardian conferences during the school year as needed for proper student progress.

   c. Elementary teachers shall be free to leave 30 minutes prior to the end of scheduled conference times if they have no conferences scheduled or no one waiting to see them.

   d. Any elementary teacher whose schedule is completely filled, and who still is not able to meet with all parents/guardians desiring to meet with said teacher, shall be afforded release time to facilitate these meetings.

e. Teachers will maintain a log of parent/guardian contact.

5. If at any time during this contract grades shall change buildings the parent-teacher conference schedule for that building will be followed.

I. Since Frontline is our current means of obtaining a substitute, teachers must be given access to Frontline with an ID/pin number and phone number/website information needed to report unavailability for work. A teacher must register their unavailability one hour and 30 minutes prior to teacher

reporting time. In the event that a teacher has a need for a substitute after the time which Frontline is accessible, teachers will be informed of a number to call to reach the building administrator or their designee prior to the administrator's arrival time in order to report the teacher's unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a qualified substitute teacher. The Frontline computer program will not limit the number of days, consecutive or otherwise, which can be reported. (09-10)

J. In the Event that school is cancelled on a day in which a teacher had previously requested a sick day or a leave day, the teacher shall not be docked the previously requested sick day or leave day.

K. Should scheduled student instruction days be cancelled due to inclement weather or other conditions which make it impractical to hold classes, teachers shall not be required to report and those cancelled student instruction days necessary to be rescheduled to receive state aid funding for the day will be rescheduled and worked by teachers as a student instruction day as originally constituted without additional compensation. Otherwise, on cancelled student instruction days which are not required to be rescheduled to receive state aid funding for the day, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead. If additional days are needed, they will be added to the end of the calendar.

In the event that student attendance for a scheduled day does not meet the state minimum requirements to receive full state aid funding, it will be within the discretion of the administration to schedule an additional day, added to the end of the calendar, in order to receive full state aid funding. If the administration elects to schedule an additional day under these circumstances, all bargaining unit members in attendance will be compensated at their contractual daily rate for this additional day.

ARTICLE 5: TEACHING LOADS

A. The normal teaching load in the middle and high schools will be five teaching periods and one preparation period per day. No departure from these norms, except in case of "emergency" or curriculum schedule changes shall be authorized without prior consultations with the Association. In the event of any disagreement between the representative of the Board and the Association as to what constitutes an emergency, the matter may be processed through the professional grievance negotiation procedure as set forth in Article 15.

B. Teachers who elect to teach an additional class during their prep time shall receive one-sixth (1/6th) of their daily rate of pay for each additional class taught.

C. Compensation – whenever a teacher substitutes on their prep period, they may:

   a. Choose to be reimbursed at $38/hour.

   b. Have one hour added to their personal sick days,

   c. Have one hour added to their personal time,

   d. Have one hour added to their comp time.

   For each six hours added to personal time, the teacher may take one day of personal leave.

D. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate in accordance with the State Certification Code.

E. The teachers recognize that their responsibility for supervision of pupils includes the classroom, halls, lavatories and other school facilities on the school premises. Teachers observing or being informed of poor pupil conduct will promptly take what they feel to be effective corrective measures and/or inform the proper administrative personnel. This section refers to school sponsored activities only.

F. If a Paraprofessional is assigned to a classroom, the Paraprofessional will be used to reinforce instruction and provide tutorial services to the students under the direction and supervision of a certificated teacher.

G. With respect to Paraprofessionals, the teacher will:

   a. Plan and coordinate lessons.

   b. Present initial lesson.

   c. Identify the reinforcing instruction provided.

   d. Specify the methods, materials and techniques to be used by the aide.

H. In order to assist special education students with physical disabilities in making a successful transition from placement in special education classes exclusively to both regular and special education classes pursuant to placement decisions made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:

   a. The building administrator in consultation with the Special Education Director will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the student's teacher(s) will be invited to the IEP team meeting for that student.

   b. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration, provided, however, that no teacher shall be required to administer prescription drugs or

to undertake certain procedures such as suctioning, catheterization, handling bodily waste or the like.

c. The responsible administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.

d. All members of an IEP Team shall have the right to reconvene the Team for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Administrative Rules for Special Education and IDEA.

I. In-School Resource Room:

a. The In-School Resource (ISR) room concept, as adopted by the Board in its original form for the Middle/High School, may be instituted as an everyday replacement for a teacher's conference period.

b. When done in this form (a teacher having the ISR Room during their conference period) the teacher shall be paid $38.00 per conference period.

c. As always, this situation for a teacher may be done only on a voluntary basis and cannot be given as a required part of a teacher's day.

ARTICLE 6: TEACHING CONDITIONS

A. Class Size

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

Grade	Student Limit
K-2	22
3-6	25
7-8	30
9-12	30

If the 6th grade is housed in a building with middle school grades including within a modular construction, the class size shall be the same as the 7th and 8th grade class count. If the 6th grade is housed anywhere else, the class size shall be the same as the 5th grade class count.

The student count of a classroom is the accumulation of the percentage of time each student is in the classroom.

In the event that the School Improvement Team determines that the above numbers are too large for a particular class, the Administration will work with the School Improvement Team to reduce class size.

2. The Cooperative Scheduling Committee will meet to resolve conflicts in scheduling and class size in the event that the issue has not been resolved at the administrative level. This committee shall be made up of the building principal, the teacher involved, a counselor, if available, association representative, department chairperson (grades 7-12) and, if desired by the Board, a representative of the Board of Education. Any teacher with a class size which is in violation of this provision, and who is not satisfied with the remedy offered at the administrative level, has the right to call for a meeting of this committee.
3. After the third Friday of each semester, in grades 7-12, the specific limit shall represent the maximum for all the classes assigned to a teacher, excluding those classes further restricted due to the quantity of teaching stations.
4. When there are two or more sections of the same class and there is a differential of more than ten students from the high to the low count in those sections the administration will attempt to reduce this difference to ten or less. However, if the differential is twelve or more the Cooperative Scheduling Committee will meet within three school days with the intent to resolve the situation. Should the Cooperative Scheduling Committee be unable to resolve the situation, an emergency meeting of the Review Committee (see Article 14, paragraph B) shall be called. The Review Committee shall meet within them working days and is the final arbitrator of the situation.
5. In “split” or “multi-age” classes, that includes student of both the K-2 and 3-6 categories, the limit shall be no greater that the lowest grade level of students represented in that room. In the case of a split classroom, the total classroom size (including special education students) shall never exceed the class size of other affected grade levels in the district. In instances where it will cause an overage to any of the teachers involved, administration may assign students to split classroom, up to the contractual maximum of either grade involved. Split classes and the number of students in each class will be regulated at the building level.

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

Art	28
Business Management & Administration	28
Computer Science	28
PE Lab (Weightlifting, aerobics, etc)	28
Reading/Base Lab/Title One	28
Science Department (if offered as a lab course) • Biology Room • Chemistry Room	 28 28
Band	40
Choir	40

A classroom aide will be assigned to any secondary band or choir class with a student count in excess of 30. The assigned classroom aid will actively assist the band/choir instructor with student management and teaching. Any band/choir instructor working without classroom aide assistance, whether due to lack of a classroom aide having been assigned, or the classroom aide being temporarily reassigned or absent, will be additionally compensated to this Article for all student counts above 30.

The district will endeavor to ensure that only students with a genuine or otherwise expressed interest in band or choir will be placed in these electives. Secondary band or choir instructors may initiate a Cooperative Scheduling Committee review, pursuant to this Article, in event that they become concerned that an inordinate number of students without a genuine interest have been placed in the course.

7. Inclusion Students

The parties recognize that students with an IEP or 504 plan that are placed in a general education classroom may require a specialized classroom experience and may place extraordinary and additional demands upon the teacher. Thus when:

a. An Individual Education Plan Team (IEP) has determined that a special needs student shall be placed in a regular classroom and,
b. There is no Paraprofessional or Special Education teacher assigned to that room and,
c. The class size for that room is at contractual maximum,

the class size shall be reduced using the formula agreed upon by the Special Education Director / Superintendent and the Association.

B. Classrooms of 30 or more students which also include at least on special education or 504-eligible student will be provided with a classroom Paraprofessional

C. Every effort will be made to conform with these class sizes on the first day of each semester. It is recognized that unforeseen changes, such as unknown or changing enrollments, may necessitate class size adjustments. In the event that students are physically present in sufficient numbers to warrant the creation of a new section, an additional section shall be implemented within five school days in all elementary buildings and within ten school days in all secondary buildings, unless otherwise mutually agreed upon by the Board and the Association. However, the restrictions contained in Paragraphs A and B above will be in place no later than the third Friday of each semester and will remain in place for the remainder of each semester.

D. In K-12 each teacher whose classroom exceeds the maximum in A above after the third Friday of each semester will receive additional fiscal compensation (see Appendix D for calculation worksheets and examples). The

compensation payment for class overages will be retroactive to the first day of the class overage if the class sizes are not reduced by the third Friday of each semester. The overage payment will take the average number of students over the class limit during the first three weeks of each semester if the class size is not reduced under the contractual count. If the class size is reduced at or below the contractual limit during the first three weeks of each semester, no retroactive payment will be made.

If the excess is over three (3) students, the Board agrees to consider other options to benefit or relieve the teacher. A teacher in grade K-6 also may call for a meeting of the Cooperative Scheduling Committee. (98-99)

E. The second meeting of the Review Board each year will review the class size provisions of the contract and, if needed, make appropriate recommendation for changes in this section.

F. The Board recognizes that the following are tools of the profession and shall provide them whenever possible.

1. Appropriate texts
2. Library reference facilities and current reading books and materials
3. Telephones
4. Maps and globes
5. Laboratory equipment
6. Audio-visual equipment
7. Art supplies
8. A separate assigned desk for each teacher in the District with a lockable drawer, cabinet or closet
9. Closet space for teacher to store coats, overshoes and personal articles
10. Adequate chalkboard/whiteboard space in every classroom
11. Copies exclusively for each teacher's use of all texts used in each of the courses he is to teach
12. Adequate storage space in each classroom for instructional materials
13. Adequate attendance books, chalk, erasers, dry markers, paper, pencils and other such material required in daily teaching responsibility
14. Athletic Equipment
15. Current periodicals
16. Standard tests, questionnaires and similar materials
17. Teacher computer and printer
18. In and paper for printers
19. Current textbooks
20. Internet access (WiFi)
21. Interactive Display Board and other devices

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

G. A reasonable portion of the basic teaching supplies for each building shall be provided for teacher use. A list of the available material shall be provided to each teacher. Each teacher will be provided with a list of consumable supplies that are available in a room to which they can have immediate access. It shall be the responsibility of each

teacher to check off those supplies taken. All other previously purchased supplies shall be available within one day of written requisition.

H. Under no conditions shall teachers be required to drive a school bus as part of their regular assignment.

I. The Board shall make available in each school adequate lunchroom facilities, separate restrooms and lavatory facilities for teacher use.

J. In schools where continuous cafeteria service for teachers is not available, teacher shall be allowed to have beverage vending machines. All proceeds from vending machines and concessions will be deposited in the school's internal account. The spending of this money will be on staff recommendations approved by the Principal.

K. Adequate parking shall be made available to teachers for their use during the school day.

L. Teachers shall be entitled to full rights of citizen. No religious or political activities outside the classroom of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of the Board, unless there is a direct adverse effect upon the educational program in this school.

M. Telephone facilities shall be made available to teachers for their reasonable use excluding unauthorized toll calls.

N. The calendar for teachers covered by this Contract is set forth in Schedule C (attached to and incorporated in this Agreement)

O. The provision of this Contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

P. Teachers shall not be required to search for bombs or other dangerous items.

ARTICLE 7: VACANCIES AND PROMOTIONS

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

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

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

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

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

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

ARTICLE 7A: FILLING A VACANCY

A. Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Sections 1248.

The District administration will meet with the Association in the spring of each school year to discuss the administration's scheduling recommendation for the next school year.

If a conflict exists with a teacher placement decision, the teacher or building representative(s) may request to meet with the building administration and grade level/department chair regarding the teacher placement decision. If the issue persists, the matter may be raised to the Superintendent.

If the processes identified above are followed, a teacher and the Association may not use the grievance procedure to challenge any teacher placement decision.

1. ***Filling a Vacancy***. Frequent teacher transfers from one position to another are disruptive of the educational process and interfere with optimum teacher performance. The parties agree that transfers are to be minimized and avoided whenever possible. If a vacant teacher position exists, the District will post the vacancy. The District will post bargaining unit position vacancies internally for five (5) days

during the school year and ten (10) days during the summer months (last teacher report day to first teacher report day).

A. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill.

B. Teachers desiring to transfer to a vacant position within the district may submit a request to the Superintendent or designee. The District will consider the factors in paragraph D when determining how to fill the vacancy. If the request is denied , the reason for the denial shall not be the basis for a grievance.

C. The District may make involuntary transfers for a reason that is not arbitrary or capricious. When an involuntary transfer is made, the teacher can request an explanation of the transfer decision and the decision shall not be the basis for a grievance.

D. The District can deny a teacher's requested for a transfer on the following grounds:

- Bargaining unit employee is on an IDP or is a probationary teacher
- Bargaining unit employee has received a at least one needing support/ineffective evaluation rating in the previous 4 years or at least one developing/minimally effective rating in the previous 2 years
- The bargaining unit employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill despite posting and seeking candidates for the position.
- The bargaining unit employee applied for and received a change of placement in the previous five (5) years unless both the teacher and the building principal mutually agree to the change of placement.
- Bargaining unit employee has been involuntarily transferred from the requested position in the previous five (5) years unless both the teacher and the building principal mutually agree to the change of placement.

E. When filling a vacancy, the District will consider the following factors.

1. The effectiveness rating of the teacher;

2. Legally required certification, approval, permit, and qualifications held by the teacher in relation to the vacant position on file with the district or submitted by the teacher in the transfer request. The Association and District will work cooperatively to ensure that the District's records reflect accurate ;

3. Relevant and comparable teaching assignment of the teacher in relation to the vacant position and on file with the district or submitted by the teacher in the transfer request including, but not limited to, length of service in a grade level(s) or subject area(s);

4. Previous discipline taken against the teacher within the past 5 calendar years that is relevant to the vacant position and reflects on the teacher's ability to perform the professional duties of the vacant position and work with others;

5. Ability to perform the essential functions of the job with or without an accommodation;

6. Teacher's participation in District provided professional development and other special relevant training and coaching.

7. Absences that exceed the teacher's annual contractual paid leave days (sick and personal). Approved sick leave, FMLA, and workers comp absences shall not be considered a factor; and

8. Length of service within the District shall be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

ARTICLE 8: SICK LEAVE – PERSONAL LEAVE

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

Employees hired after ratification of this agreement will receive 14 sick days, 3 of which may be used as personal leave days. (9/24)

A. Sick Leave Days:

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

B. Compensatory Hours: (09-10)

1. Teachers may either (1) receive additional compensation ($38.00 per hour) or (2) accrue compensatory time by working over and above the Teacher's required contractual hours when performing the following approved duties. All other approved extra duties will be paid on an hourly or stipend basis as set forth in Schedule B.
   a. Subbing on their conference period. See Article 5C.
   b. Loss of conference period/prep.
   c. Putting in the required "Extra time" for parent teacher conferences as set forth in Article 4H.
2. Compensatory time can be used any time during the current school year. However, not more than three consecutive days may be used at any one time. Using three consecutive days may still be done only once per school year. (98-99)
3. These days can be used the day before or after a school break (Exception from above).
   a. Application for use of these days must be made at least two weeks before the leave except in emergency situations agreed to by the Board's representative and the Association President or representative. The application may not be turned in before the first teacher workday each year. No more than three teachers may use this leave at the same time. If more than three teachers apply for the same date(s) then the following procedure will be used in order:

i. The teachers with the earliest date of application have preference.

ii. Teachers who have not used this procedure have preference over those who have used it in the last three years.

iii. The teachers with the highest seniority at Westwood Heights are given preference over teachers with lower seniority.

4. A provision will be maintained on the Teacher's pay stub for Compensatory hours.

C. Personal Leave Days:

1. Personal leave days may not be taken the day immediately preceding or following a legal holiday, school recess (e.g. Christmas, Memorial Day, etc.) period or the first or last day of school.

2. A teacher shall not be required to use any personal leave days for sickness until all accumulated sick days are exhausted.

3. Teachers will make every effort to give prior notice before using a personal day to arrange for substitute teacher coverage and will log into the substitute teacher portal to input his or her absence. No more than three teachers in K-6 and three in 7-12 may use personal business days on the same day.

4. Each teacher will be allowed to accumulate up to eleven personal leave days.

a. Though a teacher may earn and total more than eleven personal days, teachers may only carry over five personal days from the previous years. Thus, with the six personal days granted at the beginning of the year the maximum number of personal days allowed at the beginning of the year is eleven. These days can be used the day before or after a school break at a rate of not more than three consecutive days but only once every two years.

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

i. Teachers who put in the required "Extra time" for parent teacher conferences may use the compensatory time at any time including the day before or

after a school break. If the day is not used by the end of the year it will accumulate as a personal day. [98-99]

Teachers selecting compensatory time, instead of $30.00 per hour payment, for subbing on their conference period or other approved extra duty work.

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

c. Application for use of these days must be made at least two weeks before the leave except in emergency situations agreed to by the Board's representative and the Association President or representative. The application may not be turned in before the first teacher workday each

year. No more than three teachers may use this leave at the same time. If more than three teachers apply for the same date(s) then the following procedure will be used in order:

i. The teachers with the earliest date of application have preference.

ii. Teachers who have not used this procedure have preference over those who have used it in the last three years.

iii. The teachers with the highest seniority at Westwood Heights are given preference over teachers with lower seniority.

D. Bereavement:

1. Leave of absence not chargeable against the teacher's sick leave: three days per death of a parent (including in-laws), spouse, child, sibling, grandparent, in-laws, step family, grandchild, aunt, uncle and legal dependent of employee or spouse. [01-02]

2. Leave of absence chargeable against the teacher's sick leave:

   a. One day to be taken to attend the funeral of a close friend or relative. [01-02]

   b. An additional two days per death of those included in section 1 and 2a. [01-02]

E. Emergency Days:

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

F. Miscellaneous:

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

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

   EXAMPLE:

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

for every five days of work missed while being compensated under this Option).

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

EXAMPLE:

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

$1,000 - $800 = $200

60% of $200 is $120

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

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

2. A teacher on leave for illness shall inform the school by 2:30 p.m., each day of their intention to return the following school day or remain on leave, except in emergencies that prohibit the teacher from doing so. (See also Article 4, Paragraph J).
3. All days shall be considered as whole days unless prior arrangements have been made. With prior notice or in emergencies a sick day will be computed by sevenths (1/7ths).

ARTICLE 9: SICK BANK

A. Eligibility

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

B. Contributions and Withdrawals:

1. Each teacher who elects to participate in the sick bank shall contribute two days to the bank during each of their initial two years. Those participating in the sick bank shall contribute each year thereafter one day per year until a cumulative 250 days, as contributed by all members, have been banked. Should the bank fall below 200 cumulative banked days in any one year, the Sick Bank Administrative Committee has the authority to assess one to two days per member to replenish the bank. If a member has only one accumulated day left, that individual will not be forced to contribute. All new teachers must contribute two days a year for the first two years, even if the bank is over 250 days.

C. Sick Bank Administrative Committee:

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

D. Administrative Procedures:

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

E. Usage:

11. Sick bank days shall be granted only for personal illness or disability of the teacher.
12. Days granted will be consecutive whole days except when a written doctor's permission to return to work states that a teacher may only work a half day. The number of one-half days granted shall not exceed 20. A person will not be granted sick bank days if the illness or accident is paid by Worker's Compensation. Sick bank members who are injured on the job but

who are not off long enough to qualify for Worker's Compensation, and who have exhausted their sick leave days, may draw days from the sick bank without a waiting period.

ARTICLE 10: LEAVES OF ABSENCE

A. Leaves with Pay Not Chargeable Against Teacher's Sick Leave Days

Leaves of absence with pay, not chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:

1. Absences when a teacher is called for jury duty service. All jury duty pay shall be turned over to the School District.
2. Court appearances as a witness approved in advance by the Board of Education and/or the Superintendent in any case connected with the teacher's school employment or the school, or whenever the teacher is subpoenaed in non-school related cases up to a maximum of two days. The witness fees for the two days shall be turned over to the School District.
3. Visitation at other schools or for attending educational conferences or conventions approved by the Building Principal and the Superintendent.
4. One day to take the selective service physical examination. An additional day may be granted at the discretion of the Superintendent.

B. A teacher absent from work because of mumps, hepatitis, scabies, scarlet fever, measles, pink eye, lice, chicken pox or other childhood diseases and illnesses not covered by Workers Compensation, and such condition is medically certified as having been contracted while on duty, shall not be charged with sick leave. Before returning to the classroom from this particular type of absence, the teacher must submit a doctor's statement in advance that he or she is free of the condition.

C. Certified teachers will be granted a sabbatical leave based upon the terms and conditions listed below:

1. Any professional employee who has served the school district under contract for seven consecutive years achieving an effective or better evaluation may file an application for sabbatical leave.
2. The applicant must hold a Michigan Life, Permanent or Continuing Certificate, and must hold a master's degree.
3. No professional employee will be granted more than one sabbatical leave.
4. A sabbatical leave may not be granted for less than two full semesters.
5. The applicant for leave shall file with the Board an agreement that he/she will remain in the service of the Westwood Heights School District for at least two years after the expiration of the leave.
6. An employee who does not return to the employ of the district shall refund, within 24 months, all compensation received while on leave, provided that for each year the teacher does serve following the leave, the amount due would be reduced by one-half (1/2).
7. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the base salary he would receive if on active status for the period in which the leave is effective, payable when other staff salaries are paid, with appropriate deductions. Employees may pay their own fringe benefits through the school if this is acceptable to the carrier.

8. Upon return from a sabbatical leave, the employee shall be entitled to advance to the next level of the salary schedule, provided all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the superintendent.
9. A maximum of 1% of the total professional staff per year may be granted a sabbatical leave. Any major fraction will be considered as a whole number.
10. Applications for a sabbatical leave must be filed, in writing, with the Superintendent of Schools by March 15th for leaves beginning with the first semester, and by October 15th for leaves beginning the second semester.
11. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Westwood Heights School District. Therefore, sabbatical leaves may be granted for the following purposes:
    a. For formal study in a program of recognized courses leading to an advanced degree conducted by a recognized college or university in the United States or abroad. A minimum of ten semester hours of credit must be carried each semester.
    b. For individual research, study, or writing under the direct supervision of the Westwood Heights School District.
    c. For individual research, study, or writing under the direct supervision of a college or university subject to the approval of the Superintendent.
12. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with their planned program.
13. The employee on sabbatical leave shall file periodic reports with the Superintendent of Schools as follows:
    a. An initial report describing the plan of study.
    b. A mid-semester progress report.
    c. A final report at the end of each semester.

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

    Should it be determined that the requirements are not being fulfilled, the entire sum paid to the employee by the Board will become immediately due and all future payments stopped.
14. All applications for a sabbatical leave will be considered on their merits as they relate to the potential benefits to the Westwood Heights School District. Consideration will be given to:
    a. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
    b. Potential benefits to the Westwood Heights School District.
    c. Previous evidence of professional growth on the part of the employee.
    d. Previous leave of absence.

e. Date of filing.

f. Years of service in the Westwood Heights School District.

15. .Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of leave.

16. A sabbatical leave, once granted, may not be terminated before the date of expiration of the leave, unless authorized by the Board upon request of the employee on leave and with the recommendation of the Superintendent.

17. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.

D. A Sabbatical Leave Committee shall be established.

1. The Sabbatical Leave Committee has the authority to:

a. Review and evaluate applications,

b. Recommend candidates to the Superintendent based on considerations as outlined in this article.

2. The Committee shall consist of:

a. One teacher from each level, Elementary, Middle School, and Senior High, to be appointed by the Association.

b. One Elementary Principal and one Secondary Principal, to be appointed by the Superintendent.

c. The Assistant Superintendent, or designee, shall serve as Chairperson and secretary of the committee.

3. The committee shall recommend no more than three candidates for any single leave. All applications may be rejected if not deemed acceptable.

4. All actions of the committee shall be passed by a minimum of four votes.

5. The committee shall report their recommendations to the Superintendent within three weeks following the application deadline.

6. The Superintendent shall make their recommendation to the Board after giving due consideration to the recommendations of the committee.

E. Leaves Without Pay.

1. Any teacher whose personal illness extends beyond the period of their accumulated sick leave days shall, upon application to the Board of Education, be granted a leave of absence without pay for up to one year. Upon written request of the employee's doctor, the leave shall be extended for a second year. Should the period of leave end midway through the school year, the leave will be extended until the beginning of the next school year. Additional time may be granted at the discretion of the Board of Education. Upon returning from such leave of absence within the same contract year, the teacher will be assigned to a position as required by law. If the teacher intends to return the following school year, the teacher must notify the Superintendent in writing prior to April 1.

2. Any teacher who expects to add a child to the teacher's family may apply for “childcare leave”. If the teacher is granted “childcare leave,” such leave shall be for up to one year, and such leave shall be without pay or fringe benefits of any kind. The teacher must notify the Board 120 days prior to the expected date on which the leave is to begin. The actual day when the leave begins may vary from the original date requested. When the teacher returns, the teacher will be assigned to a position as required by law. If no position is available, the teacher is entitled to the next available position for which they are certified and qualified unless the District takes other employment action against the teacher (for example a layoff or discharge).
3. Teachers who are officers of the State or Regional Association or are appointed to its staff may, upon proper application, be granted a leave of absence without pay for the purpose of performing duties for the Association. Leave shall be granted for no less than one (1) year with no maximum as to duration. Teachers granted leaves of absence without pay shall receive no credit toward annual salary increment on the appropriate schedule, unless the Board of Education and the Association mutually agree otherwise. Leaves of absence under this section must be approved in advance by the Board of Education prior to May 1.
4. Military leaves shall be granted to any teacher in the Westwood Heights School System and/or spouse who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. These leaves shall terminate three (3) months after an honorable discharge unless extended for graduate school enrollment. Teachers on military leave shall be given the benefit of any increments and cumulative sick leave allowance which would have been credited to them had they remained in active service to the school system. Such teachers must present an honorable discharge to the Board upon return to the system. When the teacher returns the teacher will be assigned to a position as required by law .

F. Family and Medical Leave Act of 1993.

1. Employees will be allowed to take up to twelve weeks leave under provisions of the Family and Medical Leave Act of 1993 and the Board Policy addressing the Family Medical Leave Act. The employee may choose to take the total time as unpaid leave or the employee may use sick or personal days for this leave. However the leave will be unpaid once sick or personal days have been exhausted. The employee’s health, dental, vision, and life insurances will remain intact during the leave. Upon return from the leave, the employee will be assigned a position as required by law.
2. The Board will develop a form to apply for leave and may require documentation to substantiate the application.
3. Nothing is this section prohibits employee from taking other leaves of absence as provided in other sections of this contract.

G. A tenured teacher may be granted a leave of absence without pay to campaign for or to serve in a public office for one year. If elected, the leave will be extended for the term of such office. When the teacher returns, the teacher will be assigned to a position as required by law. If no position is available, the teacher is entitled to the next available position for which that teacher is certified and qualified unless the District takes other employment action against the teacher (for example a layoff or discharge).

H. The Board may grant a leave of absence without pay for up to three years to a teacher for any purpose mutually agreed upon between the Board and said teacher. Upon return from the leave, the employee will be assigned as required by law. If no position is available, the teacher is entitled to the next available position for which that teacher is certified and qualified unless the District takes other employment action against the teacher (for example a layoff or discharge).

I. The leaves mentioned in Paragraphs C, G, and H of this Article must begin at the end of the current school year, and the teacher expecting to return to the Westwood Heights School District must notify the Board of their intent no later than April 1 of the school year prior to which they intend to return.

J. No benefits of any kind shall be paid to or for any teacher on any leave unless specified in the leave provision.

K. The Association shall be credited with seven days to be used by teachers who are officers or agents of the Association. The Association shall notify the Board at least five school days in advance of the date requested. Under this provision, no more than three teachers shall be granted leave on the same day. The District will invoice the Association for retirement costs associated with release days as required by law.

L. Teachers will maintain accumulated sick leave days for the length of an approved leave of absence. However, if the teacher does not return when a position is offered and when the approved leave expires, then said teacher will lose all accrued sick leave days.

ARTICLE 11: FRINGE BENEFITS

A. If an employee covered by this Agreement leaves the school system for any reason before the end of the school year, that employee's insurance benefits will terminate on the last day of the month in which the employment terminated. If a teacher is separated from their employment at the end of the school year, the Board shall continue to provide all applicable insurance benefits provided by this Agreement until the end of August following the end of the school year in which employment ended.

B. The Board of Education will provide MESSA PAK health insurance in accordance with the declaration sheet attached to this agreement as *Appendix C*. Pursuant to PA 152, the district shall contribute the hard cap maximum amount for single-person, individual plus one, and family coverage, adjusted each January, toward this health insurance plan. The employee is responsible for all premium amounts above the statutory cap which will be deducted through the District's payroll. The employee must complete and submit District forms regarding insurance and payroll deductions.

C. HSA Advance Option:

1. Bargaining unit members choosing PAK C (MESSA ABC high deductible plan) will be issued an HSA debit card. Members may choose to have their HSA debit card front loaded by the district as part of an overall insurance compensation package. For those members, the district will issue debit cards front loaded with the full deductible funds on or before January 1 each year. It is understood that the district will not contribute more than the PA 152 Hard Cap amount toward the HSA debit card and health insurance benefits, combined . Any contribution to the HSA in excess of the cap limits will be reimbursed, by the employee, via deductions from the employee's bi-weekly pay, pro- rated over the course of the applicable pay periods.
2. In any situation involving an employee whose employment with the district terminates prior to having fully reimbursed the district for HSA funds which were advanced pursuant to the above, the District shall be reimbursed via a deduction from that employee's final paycheck(s) up to the full advanced amount that remains outstanding. Should the employee's final paycheck be insufficient to cover the entire advance amount that remains outstanding, the District will deduct any remaining amount owed from the employees accumulated sick/leave time prior to providing any payout pursuant to Paragraph L, below. The employee may elect to reimburse the district directly, prior to their final paycheck being issued. This provision does not preclude the district from taking legal action against a former employee who does not properly and fully reimburse the district for these advanced funds.

D. Vision:
Bargaining unit members will receive VSP-3 Plus P vision insurance (formerly VSP 3 Plus Platinum).

E. Life:
An additional $45,000 life insurance and accidental death and dismemberment will be provided to those teachers taking health insurance (PAK A and PAK C) and$30,000 life insurance and accidental death and dismemberment to those teachers not taking health insurance (PAK B).

F. Dental:
All teachers will receive Delta Dental Insurance. Class I benefits will be 100%, Class II and III benefits will be 80% with a maximum of $2,000 per person per year. Class IV benefits will be 80% with a lifetime maximum of $1,000 per person. Also included is a 2 cleanings rider. Teachers whose spouses also receive dental insurance will have

their benefits coordinated. Delta Dental will coordinate internally and externally with plans that agree to coordinate with Delta Dental.

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

H. Part-time bargaining unit members shall choose PAK A or PAK C prorated at the same ratio of their employment or PAK B. Any employee choosing PAK A or PAK C would be responsible for the portion of PAK A or PAK C not compensated by the district.

I. Cash-in-Lieu Option: Bargaining unit members who do not participate in the district provided health insurance plan shall receive a monthly cash-in-lieu payment that is based upon the number of employees who have elected the cash-in-lieu option, as follows:

Participants	Monthly Amount
1-9	$200
11	$300
13	$400
15+	$500

**Affected parties will be notified when the amount increases/decreases due to the number of participants.*

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

Cash in lieu of benefits is only available to eligible unit members who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

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

J. Commencing April 1, 1995, the Board is not obligated to bargain who is or who will be the policyholder pursuant to P.A. 112 of 1994. However, if P.A. 112 is repealed, changed or found unconstitutional, this language is null and void. Notwithstanding the above, it is understood by the parties that MESSA and the level and types of benefits will remain for the duration of the contract. [94- 95]

K. MEA Financial Services will be the “third party” administrator for the Association. [09-10]

L. Accumulated Sick Leave Payout: Bargaining unit members who have accumulated over 100 sick days have the option to be reimbursed for each accumulated sick day above 100, up to 20 days total per school year. Each day will be reimbursed at a rate of $40.00 per day. Members have the option of having this reimbursement amount included in their final paycheck for the school year or deposited into their 403(b) account. Requests for such reimbursement will be accepted between May 1 and May 31 of each year.

M. If the Publicly Funded Health insurance contribution act is amended with an effective date during the term of this agreement, the parties will bargain the impact of that amendment. The employee and employer agree that if the increase exceeds the typical 3% increase that the parties will split the increase during this impact bargaining until the parties mutually agree on the allocation of insurance coverage costs.

ARTICLE 12: MENTOR TEACHERS

A. A Mentor Teacher shall perform the duties as outlined in section 1526 of the School Code. Whenever possible the Mentor Teacher shall be a member of the bargaining unit.

B. Teachers in their first three years in the classroom shall be assigned a Mentor Teacher by the Administration.

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

C. A Mentor Teacher shall be assigned in accordance with the following:

1. The Mentor Teacher shall have tenure if a member of the bargaining unit.
2. Mentor Teachers will be chosen by the administration with the teacher's option to decline.
3. The District shall notify the Association of those members requiring a mentor assignment within two weeks of employment.
4. The Administration shall notify the Association when a Mentor Teacher is matched with a Mentee.
5. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
6. A Mentee shall only be assigned to one Mentor Teacher at a time. A Mentor Teacher shall only be assigned to one Mentee at a time, however:
    a. A mentor teacher can be assigned to more than one mentee if other tenured teachers in the building are not available.
    b. Any arrangement other than one tenure mentor assigned to one mentee during the school year will be mutually agreed upon by the Association and building administration.
7. The Mentor Teacher assignment shall be for one year subject to review by the Mentor Teacher and Mentee after two months. The appointment may be renewed in succeeding years by the Administration.

D. Because the purpose of the mentor/mentee match is to acclimate the Mentee to the teaching profession as well as provide guidance as to quality instruction, the Board and the Association agree that the relationship shall be confidential.

E. Upon request, the Administration shall make available reasonable release time so that the Mentor Teacher may work with their assigned Mentee during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

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

See Schedule B regarding mentor teacher compensation.

ARTICLE 13: PROTECTION OF TEACHERS

A. Primary classroom discipline is the responsibility of the teacher. The Board, however, recognizes its responsibility to give assistance to teachers regarding student discipline matters which may go beyond the particular teacher's ability to regulate or mitigate. The Board will take reasonable steps to assist teachers in these situations.

B. Assault of Teachers:

1. Reporting and Investigation:

   Any school employee who believes they have been assaulted by a student in connection with their employment shall report the incident to their administrator or immediate supervisor. The District shall promptly begin an investigation into the incident and report to the Superintendent within two school days after the employee reported the incident. At the conclusion of the investigation, a written report shall be provided to the Association and the impacted employee(s) at the same time it is provided to the Superintendent, subject to confidentiality concerns.

2. Law Enforcement Notification:

   If requested by the school employee, the District shall promptly notify local law enforcement officials of any alleged assault by a student against a school employee and ask law enforcement to conduct an investigation into the potential criminal conduct of the student.

3. Legal Counsel:

   The Board shall provide legal counsel, at no expense to the employee, to advise the employee in connection with handling of the incident by law enforcement and judicial authorities unless the Superintendent or designee determines that the employee violated a District policy, rule, or regulation or state or federal law. The employee shall also have the right to consult with the Association or independent legal counsel at the employee's expense. The employee may meet with the District's legal counsel during school hours and the District will provide a substitute teacher for the teacher's class. The District will provide leave time, not charged to the employee, for the teacher to testify in legal proceedings, if requested, if a student is criminally charged with assaulting a teacher.

4. Time Off:

   Employees who have been found to be the victims of an assault by a student in connection with their employment are provided with up to three days of leave not chargeable to the employee's leave time. The employee must provide a doctor's note identifying the employee's injury or health related condition, unless an exception is made upon mutual agreement of the District and Association.

5. Right to Association Representation:

   The teacher may request Association Representation at an investigatory interview with the employee regarding a suspected student assault upon a teacher. If representation is requested, the meeting shall not occur until Association Leadership has been contacted and can attend the meeting to provide representation. The meeting must occur without undue delay. The District shall allow the employee to meet with their association representative prior to the investigatory interview. The employee may waive their right to have representation at the investigatory interview after having

met with their association representative. The District shall not choose the representative for the employee. If this provision is violated, any statements made by the employee during the investigatory meeting shall be excluded as evidence.

6. Removal of Students: Any student in any grade level accused of assaulting a school employee shall be removed from the classroom setting pending investigation and disposition of the allegation as permitted by law.

7. Reinstatement/Return of Student to Classroom:

   a. If a student who is permanently expelled for assaulting a school employee (either pursuant to RSC [grade sixth or above] or student code of conduct [any grade]) petitions for reinstatement, the district shall notify the Association and the impacted employee within five days of the request for reinstatement. The impacted employee or his or her Association representative shall have the right to provide information to a reinstatement committee if such a committee exists.

   b. If a student who is reinstated or returned to school after assaulting a teacher, the District will exercise due diligence to place the student in an alternative education placement. If an alternative education placement is not possible, the District and Association will meet to discuss mechanisms the District can put into place to assist the teacher with the student's placement in his or her classroom.. If the student is reinstated, the teacher will be notified of the prior permanent expulsion and subsequent reinstatement at least 3 days prior to the placement.

      In the event a student is disciplined for assaulting a school employee, the student shall not be readmitted without the written consent of the staff member.

8. Compensation:

   Any school employee who is absent because of an injury suffered from an alleged assault as a result of employment-related activity shall receive from the Board the full difference between the employee's weekly income and the amounts to which the employee is entitled under provisions of Worker's Compensation laws for a period up to three work weeks. Beyond three work weeks, the employee is entitled to benefits pursuant to Article 8, Paragraph F.

9. Leave of Absence:

   Any school employee that is injured by an act of assault suffered in the course of their employment shall be entitled to a leave of absence under Article 10. The leave of absence may be terminated if the District elects to discharge the employee for the teacher's violation of a District policy, rule, or regulation or state or federal law.

C. If a teacher, acting within the written policies, rules and regulations of the Board is complained against or sued, the Board will provide legal counsel to consult with the teacher in their defense pursuant to the Board's applicable errors and omissions insurance coverage.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher. "Time lost" as used in this section applies where the teacher returns to work and subsequently has a legal, medical, or health issue related to any incident mentioned in this Article (for example, doctor or counseling appointment or ongoing

therapy). The District may request documentation to verify the "connection" between the reason(s) for the teacher's absence and the incident mentioned in this Article. The teacher must make all attempts to schedule such appointments outside of the contractual work day.

E. The Board will reimburse teachers up to a maximum of three $300 for any loss, damage or destruction of clothing or personal property of the teacher while on duty. However, the direct cause of loss must be shown by the teacher, and the teacher must be innocent of any contributory negligence. The teacher bears the burden of proof.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The District may not hold a teacher individually liable for damage or loss to District property unless the teacher acted with gross negligence or gross neglect of duty.

G. The Board will reimburse a teacher up to a maximum of five hundred dollars ($500) or the amount reimbursed through an insurance claim, whichever is more, for loss, damage, or destruction of clothing or personal property of a teacher that was being used while acting within the scope of their employment and was being used for an educational purpose. However, the direct cause of loss must be shown by the teacher, and the teacher must be innocent of any contributory negligence. The teacher bears the burden of proof. (9/2024)

ARTICLE 14: NEGOTIATION PROCEDURES

A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated upon, and the agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities. The Board of Education and Association agree to mutually resolve items of common concern not covered by this Agreement.

B. A Review Committee shall be established. It shall be made up of at least three members of the Association and at least three members representing the Board of Education. They shall meet periodically as needed, but not more than four times per year.

C. Approximately 120 days prior to the expiration date of this Contract, the parties will begin negotiations for a new Contract covering wages, hours, terms and conditions of employment of teachers employed by the Board.

D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Contract between the parties may be executed without ratification by both parties.

E. The parties mutually pledge that representatives selected by each have been granted the necessary authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification of the entire Master Contract.

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

ARTICLE 15: PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Any dispute which may arise between a teacher(s) or the Association and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided in this Article. Any other dispute between the parties shall not constitute a grievance. A grievance claim must be filed by a teacher, group of teachers, or the Association in writing within 20 school days after the occurrence of the event giving rise to the grievance; failure to file within 20 school days shall constitute a waiver of the grievance claim. No complaint which alleges a statutory unfair labor practice (under the Michigan Public Employment Relations Act) or a statutory unfair employment practice (under the federal or state civil rights acts) or any other right or remedy which arises pursuant to statute, federal or state constitution or government regulation, may be filed or processed as a grievance under this Agreement. Such matters should be resolved by the agencies and courts of competent jurisdiction designated by law to deal with such issues. The Association may not arbitrate a prohibited bargaining subject under the Public Employment Relations Act. The Board hereby designates as its representative for such purpose the Principal in each school building or the Superintendent of Schools when the particular grievance arises in more than one building.

B. Within five working days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers shall be present at a meeting to resolve such grievance unless excused by mutual consent. If the meeting is with the School Principal and the parties cannot agree, the Association has five working days to transmit the grievance to the Superintendent, who shall have five working days thereafter to grant or deny the grievance. If the grievance is denied, the grievance shall be transmitted to the Secretary of the Board within five working days, with a statement of reasons for disapproval.

C. Within 15 calendar days and/or the next regularly scheduled Board meeting from receipt of the grievance, the Board shall pass upon the grievance unless otherwise agreed upon differently by both parties. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 calendar days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by both parties within ten working days after receiving the Board's decision. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Professional Grievance Procedure), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he shall refer the case back to the parties without a recommendation of the merits. Neither party shall be permitted to

assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Contract. The arbitrator shall have no power to substitute their discretion for the Board's discretion in cases where the Board has acted pursuant to Article 16. Both parties agree to be bound by the decision of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction.

E. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one grievance including its arbitrability at any one hearing upon its merits.

F. The decision of the arbitrator shall be submitted to both parties and shall be binding upon the parties concerned. The fees and expenses of the arbitrator shall be shared equally by the parties.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to Department Head, Assistant Principal or other school employee for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance herein established. The parties shall mutually develop procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of Department Heads, Assistant Principals or other employees in such informal procedures be deemed to be supervisory or executive function.

ARTICLE 16: SCHOOL IMPROVEMENT

A. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA. No portion of this provision may be read to contradict PA 102 and PA 103 with respect to the district's exclusive rights to control matters of hiring, termination, layoff, recall, evaluation, placement, discipline, promotion and retention of individuals whose employment position falls within the Teacher Tenure Act.

B. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

C. Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit member must be by mutual agreement of the Board and the Association prior to being implemented.

D. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education. A Building Leadership Team (BLT) is the group through which individuals who are responsible for the implementation of a decision at the building level are effectively involved in making that decision. To that end, the parties agree as follows:

1. A SIP/BLT plan shall have no authority to modify in any manner the collective bargaining agreement between the Board and the Association. The following issues will be considered within the scope of authority of a SIP/BLT plan, per definitions contained in the Characteristics of Effective Schools:
    a. Safe and Orderly Environment
    b. Climate of High Expectations
    c. Clear and Focused Mission
    d. Instructional Leadership
    e. Opportunity to Learn and Student Time-On-Task
    f. Home-School Relations
    g. Frequent Monitoring of Student Progress
2. Building Plans must be consistent with:
    a. Board Policy
    b. Master Agreement
    c. District Mission Statement
    d. Building Focus Statement
3. Plans should incorporate one, two and three year goals with objectives for each year. Included should be considerations for instruction needs and building organization and operation.

4. Plans will need to include a budget.
5. Any participation in SIP/BLT whether in full or in part, shall be voluntary. Further, bargainingunit members will not be affected by such activities in a manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.
6. The Board will provide available and appropriate designated funding, for SIP/BLT activities and program development. This established amount will be allocated to the BLT. The BLT may redirect discretionary funds, with the approval of the Superintendent, so long as any changes remain cost neutral.
7. Teachers working on School Improvement after regular hours will be compensated as indicated. A K-12 teacher will choose either:
   a. One hour to be added to their personal time for each hour worked or
   b. Compensation at $38.00 per hour.

   Compensation for working on school improvement will be paid at the end of the school year.
8. Prior to the implementation of any SIP/BLT plan identified members of the bargaining unit will be provided training, at a minimum, in the following areas:
   a. Overview of BLT/model programs and structures.
   b. Decision making models.

   The Board and the Association will mutually develop such training.
9. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee. Each SIP/BLT shall be composed of a majority of bargaining unit members who shall be elected by bargaining unit members in the building.
10. A SIP/BLT District Level Committee is herein established with the ratification of this agreement. The Association President or their designee will serve on the District Level Committee and appoint one member from each building to be a member of the District Level Committee as well as the Building Level Committee. The Board may appoint members of their choice so long as the bargaining unit members make up a majority of the committee.
11. The District Level Committee will meet, as necessary, to review the progress of the BLT plans.
12. If, during the course of the SIP/BLT plan the Association or the Board determines that the activity is detrimental to their individual interests, the Association or the Board may, with 30 calendar days written notice to all affected parties, withdraw participation from the activity. Written reasons for such withdrawal shall be provided to all parties upon request.
13. Any dispute which cannot be resolved at the Building Level shall be referred to the District Level Committee which shall recognize the autonomy of the BLT.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. All new teachers to the school system will be required to have a complete physical examination and a TB test prior to granting their contract if the Board or the law deems necessary. At the option of the Board, for reasonable suspicion, physical and psychiatric examinations may be required at any time by the Board at the expense of the Board. The Board will submit a list of three to five doctors, and the teacher may select the one he or she chooses to see.

B. This Contract will be posted on the district website. Copies of this agreement will be printed at board expense upon request of a bargaining unit member.

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

D. The Association and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Association therefore agrees not to honor, encourage or promote the actions of strikes, work stoppage or other refusals to perform work by teachers covered by this Contract.

E. Each teacher shall supply the Superintendent's office with an up to date transcript of all completed academic work. All transcripts beyond the first copy of any work taken shall be at the Board's expense.

F. A teacher's dress, appearance, and action should reflect the dignity of the profession and present a positive role model for students.

G. The Association and individual teachers will honor Board policies and administrative regulations that are in accord with this Agreement. It is not the function of the Association or individual teachers to assume administrative responsibilities. Upon request, or in an emergency situation, teachers may voluntarily assume temporary administrative responsibilities. Only those policies and directives issued in writing shall be subject to this section.

H. Upon administrative request, The Association agrees to submit to the Board's representative a list in written form of the following positions:
   1. Building representatives
   2. Officers
   3. Various committees and members
   4. Executive board members and officers
   5. P.N. Team and chairperson
   6. Regular meeting dates and times for the following groups:
      a. Association general meetings and location
      b. Local building meetings and location
      c. Executive Board meetings and location.

I. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

J. Each teacher shall provide the office of personnel service any changes relative to: name, address, telephone number and information regarding the person to be contacted in case of emergency.

K. No teacher shall be required to act as an administrator in the absence of a building administrator.

L. When any teacher's assignment, either as a regular course or as a temporary situation, shall make travel to a location other than their first daily station necessary the teacher shall be reimbursed for actual mileage at the current prevailing IRS mileage reimbursement rate, adjusted annually.

M. Teachers serving on Jury Duty must return to school each day, if they are released from Jury Duty at or before 1:00 p.m.

N. When a parent initiates a teacher contact, that teacher will, whenever possible, follow-up with that parent by the end of the following school day.

O. The district will provide notice within two weeks to the Association of any contact, correspondence, or inquiry regarding an application to the district for authorization of a charter school, or when application is made, whichever comes first. [94-95]

P. An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein.

Q. Teacher Files
   1. The school district will not document in an employee's personnel file any information as prohibited in Section 8 of Public Act 397, such as political activities, personal associations and other activities unrelated to the employment of the individual.
   2. Supervisory personnel shall not involve students in the recording and filing of district-controlled teacher personnel files.
   3. No material relating to a teacher's conduct, service, character or personality shall be placed permanently in his file unless the teacher has had the opportunity to read the material, affix his signature, and file any explanatory statement regarding the material. It is understood that materials on loan to the school from a college or university placement office or medical reports are confidential and therefore are exempt from the provisions of this section.
   4. The teacher shall have the right to view his/her employee records, and obtain copies, at cost of his/her employee records. This policy shall not apply to documents and records exempted by Public Act 397.
   5. Material of non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any teacher's file without the teacher's consent and with his/her signature.
   6. All materials placed in the files must bear the date and have affixed the signature of the writer or other proper identification as to source.

7. Whenever disciplinary information is released to a third party, the employee will be mailed notice that such information has been released, unless this right has been specifically waived in an employment application with the third party.
8. The school district will not document in an employee's personnel file any information as prohibited in Section 8 of Public Act 397, such as political activities, personal associations and other activities unrelated to the employment of the individual.
9. Supervisory personnel shall not involve students in the recording and filing of teacher files.
10. The above provisions shall apply to the teacher's personnel file in the Principal's office and Superintendent's office.

ARTICLE 18: STAFFING

A. In the first week of January of each year, the Board shall present to the Association and the building representative a preliminary seniority list including majors, minors, certification and endorsements. Each member of the unit will initial or challenge their information. The list of challenge and agreements shall be presented to the Superintendent by January 30, along with verification of enrollment in a winter term course(s). A revised list will be published by February 15, which will reflect the eligible credits. The list will be posted in each building and a copy given to the Association. After March 15, the seniority list shall not be subject to the grievance process until the establishing of the next seniority list.

B. The seniority list shall consist of two parts:

   1. A list of all persons with seniority as defined above from the greatest to the least.
   2. A group of lists by area of major/minor and certifications as set forth above.

C. In the case of equal seniority, the position on the seniority list will be determined by applying the following criteria in the order below:

   1. Total number of years teaching prior to seniority accrued in the Westwood Heights system.
   2. Total number of equivalent semester graduate hours completed beyond the bachelor's degree by February 1 of the current school year.
   3. Coin flip.

ARTICLE 19: SUBSTITUTE TEACHING

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

ARTICLE 20: RETIREMENT

A. A retired teacher may elect to continue insurance coverage as permitted by the carrier and by said teacher pre-paying the current monthly health insurance premium.

B. Sick and personal days are interchangeable for the purposes of selling back days. All bargaining unit members who retire shall receive:

1. Sick Day Payout. (Note: sick and Personal Days are interchangeable for purposes of selling back days.) A lump sum payout to be applied as listed below: (9/2024)

   a. Days 1-50: $60 per day

   b. Days 51 – 100: $40 per day

   c. Days 101 and above - $20 per day

2. The following fully paid full family insurance coverage to age 65:

   a. $30,000 life insurance with AD&D

   b. Vision I (or current level of coverage)

   c. Dental Coverage, Plan E (80%, 80%, no ortho coverage)

C. Up to six persons retiring with 30 years or more of service with Westwood Heights Schools (this may differ from their actual seniority years as calculated by the contract) shall receive a cash bonus according to the following scale upon actual retirement. Said bonus shall be paid in one check, no later than September 1 of the same year in which the person retires.

NOTE: According to State law this bonus cannot be counted into their salary and will therefore not help raise the retirement payments from the state.

Number of Retirees	Bonus Amount
3	**$5000**
4	**$4200**
5	**$3500**
6	**$3000**

ARTICLE 21: CONTRACT MAINTENANCE COMMITTEE

The Board of Education and the Association agree to establish a Contract Maintenance Committee.

ARTICLE 22: DURATION OF CONTRACT

This Contract shall remain in effect from September 14, 2024 through June 30, 2027.

Westwood Heights Board of Education	Local 10 / Westwood Heights Education Association
Deborah Roberts, President	Jennifer Besko, President
Leslie Key, Superintendent	

SCHEDULE A – Compensation

A. Salary:
   a. The parties agree to the District's offered salary scheduled for 2024-25 (modified salary schedule with 2% increase), 2025-26 (with 1% increase), 2026-27 wage reopener. Steps and lanes will be given for the 2024-25, 2025-26, 2026-27 school years. The parties will hold an initial wage reopener by March 15, 2026. (9/2024)
   b. Longevity: (9/2024)
      i. 15 years of service: $2000
      ii. 19 years of service: $4000
      iii. 23 years of service: $5000
      iv. 29 years of service: $7000
      v. Longevity paid in an off-scheduled stipend
   c. A (BA+45) graduate semester hour shall be equivalent to an MA for salary purposes, provided that the hours were earned after the BA degree. The 45 graduate semester hours shall be of mutual benefit to the worker and the school district. The graduate semester hours for the BA+45 are calculated differently from BA+15, MA+15 and MA+30.
   d. For the duration of this agreement non-longevity members will advance a full step on the salary schedule each year. Lane advancement will be granted for those who qualify. The salary schedule will be increased by an additional 1.5% each, reflected in Salary Schedule I. Longevity increases shall occur pursuant to paragraphs A and B, above.

SALARY SCHEDULE

2024/2025	MOVE A STEP INCREASE 2024 BY 2% NEW STEPS AT 2.00%				
NEW STEP	BA	BA+15	BA+45/MA	MA+15	MA+30
0	-	-	-	-	-
0	-	-	-	-	-
1	45,078.00	47,331.00	49,697.00	52,429.00	54,789.00
2	47,331.00	49,697.00	52,429.00	54,789.00	57,531.00
3	49,697.00	52,429.00	54,789.00	57,531.00	60,404.00
4	52,429.00	54,789.00	57,531.00	60,404.00	64,033.00
5	54,789.00	57,531.00	60,404.00	64,033.00	67,872.00
6	57,531.00	60,404.00	64,033.00	67,872.00	71,949.00
7	60,404.00	64,033.00	67,872.00	71,949.00	75,543.00
8	64,929.00	68,168.00	72,185.00	75,783.00	79,574.00
9	66,877.00	70,213.00	74,351.00	78,057.00	81,961.00
10	68,215.00	71,617.00	75,838.00	79,617.00	83,601.00
11	69,579.00	73,049.00	77,355.00	81,209.00	85,273.00
12	70,971.00	74,510.00	78,902.00	82,833.00	86,978.00
13	72,390.00	76,000.00	80,480.00	84,490.00	88,718.00
2025/2026	MOVE A STEP INCREASE 2025 BY 1%				
NEW STEP	BA	BA+15	BA+45/MA	MA+15	MA+30
0					
0					
1	45,529.00	47,804.00	50,194.00	52,953.00	55,337.00
2	47,804.00	50,194.00	52,953.00	55,337.00	58,106.00
3	50,194.00	52,953.00	55,337.00	58,106.00	61,008.00
4	52,953.00	55,337.00	58,106.00	61,008.00	64,673.00
5	55,337.00	58,106.00	61,008.00	64,673.00	68,551.00
6	58,106.00	61,008.00	64,673.00	68,551.00	72,668.00
7	61,008.00	64,673.00	68,551.00	72,668.00	76,298.00
8	65,578.00	68,850.00	72,907.00	76,541.00	80,370.00
9	67,546.00	70,915.00	75,095.00	78,838.00	82,781.00
10	68,897.00	72,333.00	76,596.00	80,413.00	84,437.00
11	70,275.00	73,779.00	78,129.00	82,021.00	86,126.00
12	71,681.00	75,255.00	79,691.00	83,661.00	87,848.00
13	73,114.00	76,760.00	81,285.00	85,335.00	89,605.00

SCHEDULE B – EXTRA DUTY

Updated 2024

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

30.	Middle School Cheerleading	5.5	6.5	7.5
31.	Tennis	5.0	6.0	7.0
32.	MS and HS Boys and Girls Bowling	4.5	4.5	4.5
33.	Middle/High School Intramural Coordinator	9.0		
34.	Elementary Intramural Coordinator (2 positions)	9.0 (each Coordinator)		
35.	Talon	4.75		
36.	Musical Play	6.5	7.5	8.5
37.	Musical Play Assistant	3.25	4.25	5.25
38.	Instrumental Music	8.5		
39.	Faculty Assistant Athletic Coordinator - Duties as assigned by the Athletic Director (See duties list)	To be arranged		
40.	High School Librarian	2 extra weeks' pay		
41.	Marching Band Director	4 extra weeks' pay		
42.	High School Guidance Counselor	4 extra weeks' pay		
43.	Middle School Guidance Director	2 extra weeks' pay		
44.	Quiz Bowl – High School	5.25		
45.	Quiz Bowl – Middle School	5.25		
46.	Chess Club	3.0		
47.	National Honor Society	5.0		
48.	Student Council	2.75		
49.	Key Club	2.75		
50.	Class Sponsors			
	12th - One Sponsor **	3.0		
	11th - One Sponsor **	3.0		
	10th - One Sponsor	3.0		
	9th - One Sponsor	3.0		
51.	Elementary Grade Sponsors/Chairperson (See Job Description Below)	3.0		
52.	Mentor Teacher			
	Bargaining unit members who voluntarily mentor will be paid per mentee:			
	1. First year probationary (mentee) teacher	$400		
	2. Second year probationary (mentee) teacher	$300		
	3. Third year probationary (mentee) teacher	$200		
53.	High School E-Sports Coach (2 positions)	5.0		
54.	Middle School E-Sports (2 positions)	3.0		
55.	Robotics (added 2024)	4.0		

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

**One class will have two sponsors depending on prom responsibilities.

Schedule B positions which are not related to athletics shall be offered to bargaining unit members prior to being offered to any other potential applicant.

Faculty Assistant Athletic Coordinator Position Duties as assigned by the Athletic Director includes assisting with the following duties:

1. **Supervision** – Home athletic contests, obtain workers for games, timers, scorers, ticket takers, security, lines people, announcers, greet officials, game balls.
2. **Set-Up for Games** – Tables, chairs, clocks, bases, signs, nets, game equipment, chains
3. **Money** – Pay officials, prepare cashboxes, count and deposit gate receipts, game financial records, seasonal financial records.
4. **Pay Bills** – Order equipment, arrange for equipment repair, obtain bids, order athletic supplies.
5. **Facilities Check** – Fields, floors, bleachers, press box, ticket booths.
6. **Weather** – Re-scheduling, canceling, postponing.
7. **Scheduling** – Prepare on-league schedules, correct conflicts, confirm officials, draw-up league girls basketball schedule (varsity, JV, middle school.)
8. **Attendance Athletic Meetings** – League, county, state
9. **Host All-Conference Meetings** – State tournaments
10. **Work with Custodians** – Field prep (ball fields), floor maintenance, parking lot, lining fields, bleachers, repairing, game dates.
11. **Security** – Schedule for home and tournament, pay security.
12. **Banquet** – Prepare awards, keep file on athletic awards
13. **Athletic Pictures** – Schedule seasonally, photographers, teams

Elementary Class Sponsors/Chairperson Job Description:

Elementary Grade

Sponsors/Chairperson Pre-K-8th 1 per

grade

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

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

A. Such trips will be pre-approved by the Administration and the Association.

B. Such trips will be included in the grade level sponsorship job description before the sponsor accepts the position.

Grade Sponsors Job

Descriptions: Grades

Pre-K through 6:

Choose one activity from each of the following areas:

1. Subject Area Coordinator (Curriculum adoption, etc.)
2. Outside Initiatives (ex: School to Work, Career Preparation Systems) or Community Outreach Program (ex: Community and Social Events)
3. Grade Level Team Leader (mentor teachers new to grade, textbook ordering for entire grade, etc.)
4. Grade level standardized test coordinator

Grades 7 and 8:

1. Standardized test coordinator
2. Organize a fundraiser.
3. Organize a dance and/or class activity
4. Coordinate with Student Council Advisor (Assistant Principal) and building administrator in the following areas:
    a. School spirit.
    b. Robert's Rules of Order.
    c. Philanthropy/community service activity.
    d. Monthly class council meetings.
    e. Coordinate student presentation to the Board regarding improvements to the Hamady Community.
    f. Meaningful discussion on change in the Hamady way of life and recommend those changes through the Student Council.

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

The positions will be chosen using the following criteria:

1. The sponsors must teach in the grade they have applied for unless teachers choose to remain with the prior year's class in grades 9-12.
2. Once chosen, sponsors will hold the position until they choose not to or until administration deems it necessary to reopen the position due to poor job performance.
3. At the beginning of the school year or in case of a future opening, the candidate(s)

who taught in that grade in which they've applied the longest will be chosen first.

4. In case of a tie, the candidate(s) who have taught the longest in the Westwood Heights School District will receive the position.
5. In the event that no one from a grade applies for the position, the position may be filled by a teacher from another grade or a non-regular education teacher.

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

Activities not currently being offered can be added at any time. Compensation shall be determined at the time the activity is approved.

Extra week's pay calculated under Schedule B, Marching Band Director and Guidance Counselors, will be determined by dividing the person's annual base salary by the required teacher workdays and multiplying this by the extra days worked.

The number of weeks worked under schedule B, Marching Band Director and Guidance Counselors, will be determined by the Board of Education based upon the needs of the School District.

Bargaining unit members shall be paid for detention supervision, homework room, and after school supervision at $38 per hour. Each building through a meeting with an Association Representative and the Building Administrator will identify at the beginning of the school year additional teacher sponsored after school activities that merit this pay. Activities could also be added during the school year.

Bargaining unit members who are employed by Westwood Heights Schools during the summer in activities such as driver education, at risk summer programs, computer lab updates etc. shall be compensated at not less than $38 per hour.

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

All teachers are strongly encouraged to attend a minimum of two extra-curricular functions per school year.

Teachers choosing to work Athletic contests or other events will receive $38.00 per hour worked for football games and $38/event worked for other events. Positions eligible for this compensation are: Score keeper (clock), Bookkeeper, ticket sales or other positions as determined by the administration. It is understood that at any time an acceptable volunteer is available the volunteer will be used rather than the paid position.

Westwood Heights Schools 2024-2025 Calendar

AUGUST '24

S	M	T	W	Th	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

19-26 Building Open to Teachers
27- 8:00-11:00 Welcome Back
12:00-1:00 District Meetings/Picnic
1:00-2:00 WHEA Meeting
28- 8:00-3:00 Building/District PD
1 hour lunch 6 Hours (Contact Time)
Open House 4-6 (Mandatory)
29-8:00-1:00 PD 5 Hours (Contact Time)
30 No School Labor Day Weekend

* Mandatory Vector Training shall be completed online. Training links shall be made available to staff by 8/1. Must be completed prior to the start of school on 8/27. This counts as a teacher work day.

SEPTEMBER '24

S	M	T	W	Th	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					

2 No School Labor Day Weekend
3 1st Day ½ Day *Hanna ½
*Optional for teachers to work in pm

OCTOBER '24

S	M	T	W	Th	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		

4 No Students/Teacher PD 6 Hours

NOVEMBER '24

S	M	T	W	Th	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

1 End of 1st Marking Period
5 No Students/Teacher PD 6 Hours
7-8 Parent Teacher Conferences**
7-½ Day for Students Afternoon and Evening PT Conferences
8-½ Day for Students Afternoon PT Conferences
27 ½ Day Thanksgiving Break Begins
28-29 No School Thanksgiving Break

DECEMBER '24

S	M	T	W	Th	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				

23-31 No School Christmas Break

JANUARY '25

S	M	T	W	Th	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	

1-3 Christmas Break
20 No School MLK Day
23-24 ½ Day Exams PM Records Day
***Teacher Work Time
24 End of 2nd Marking Period

14 No Students/Teacher PD 6 Hours
17 No School Presidents' Day

FEBRUARY '25

S	M	T	W	Th	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	

28 ½ Day Spring Break Begins
28 End of 3rd Marking Period
31-4 Spring Break

MARCH '25

S	M	T	W	Th	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					

31-4 Spring Break
10-11 Parent Teacher Conferences**
10-½ Day for Students Afternoon and Evening PT Conferences
10 State ACT Work Keys Testing
11-½ Day for Students Afternoon PT Conferences
18 No School Good Friday
21 No Students/Teacher PD 6 Hours
State testing arrangements to be determined by January 31st

APRIL '25

S	M	T	W	Th	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			

23 ½ Day Begin Memorial Day Break
26 No School Memorial Day

MAY '25

S	M	T	W	Th	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

5-6 ½ Day for Exams PM Records Day
***Teacher Work Time and Teacher Check-Out Day
6 District Luncheon 12:45-1:45
*Attendance is optional but encouraged
6 End of 4th Marking Period
9 Optional Teacher Check-Out

JUNE '25

S	M	T	W	Th	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					

****Parent-Teacher Conferences:**
Afternoon Conference
HMHS(12:30-2:30)
Elementary(1:15-3:15)
Evening Conferences
HMHS(4-6)
Elementary(5-7)
Virtual/Phone Conference Option Available as Needed.
***Teacher Records Days** reserved for finalizing grades, report cards and records-teacher work time.

HS/MS Scheduled Times
Full Day 7:45-2:45
½ Day 7:45-11:15
Hamady El. Scheduled Times
Full Day 8:30-3:30
½ Day 8:30-12:00
McMonagle El. Scheduled Times
Full Day 8:45-3:45
½ Day 8:45-12:15
PD Day September-June
8:00 am-3:00 pm with a 1 hour lunch. (Can be adjusted if necessary but keeping with a four work time. For example 7:30-3:30 with 1 hour lunch or 8:00-2:30 with ½ hour lunch.)

2024-2025 School Calendar Final July 2024

Boshee 7/23 Ld. D. K 7/23

APPENDIX B – Activity Sheet

Link to Google Doc: https://docs.google.com/spreadsheets/d/1ZKh4xw1vcz4QOoy4jcANAAKbPxeLOSpQDonxR3P9QLA/edit?usp=sharing

APPENDIX B - ACTIVITY SHEET

Activity _____

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

Activity _____

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Activity _____

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

APPENDIX C – TEACHER EVALUATION

Teacher evaluations under Revised School Code Section 1249 ("classroom teacher" or "teacher") will be conducted as provided below.

1. Evaluation of Classroom Teachers. Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

a. a year-end evaluation process that meets statutory standards;
b. an evaluation tool, rubrics, and forms, accessible to teachers on an online platform and transparency page, that incorporates components required by law, including:
    i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
    ii. the teacher's performance based on performance goals with timely and constructive feedback as outlined below.
c. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
    i. all probationary teachers;
    ii. teachers rated developing, needs support; or
    iii. at the evaluator's discretion when performance deficiencies are noted.
d. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback within five (5) school days and a post-observation meeting within twenty (20) school days between the teacher and the school administrator conducting the observation to discuss those items. A post-observation meeting may include email communication, communication through the evaluation platform, a virtual meeting, or a face-to-face meeting. Teachers will receive at least two (2) classroom observations per school year, one observation per semester. Administrators may also conduct informal walkthroughs of a teacher's classroom. If a walkthrough identifies a teacher's performance deficiency, the evaluator will provide feedback to the teacher through the evaluation online platform;
e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
f. a year-end performance evaluation effectiveness rating, of effective (formerly highly effective and effective), developing (formerly minimally effective), or needing support (formerly ineffective);
g. tenured classroom teachers rated as highly effective (before July 1, 2024) or effective (after July 1, 2024) on the 3 most recent consecutive year-end evaluations will be evaluated biennially, but if the classroom teacher is not rated as effective on one of the biennial year-end evaluations, the classroom teacher must receive year-end evaluations.

If a classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations. Teachers who receive biennial evaluations must receive annual observations for each school year they are employed. Teachers who receive a change in placement or voluntary or involuntary transfer must be placed on an annual evaluation until they satisfy the criteria for a biennial evaluation;

h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
i. opportunity for a tenured classroom teacher rated needing support or developing on a year-end evaluation to request a review consistent with Revised School Code Section 1249 which includes a review by the Superintendent and requested mediation in the first year of receiving a needing support or developing rating and use of the grievance process in the second year of receiving a needing support or developing rating;
j. use of the evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations. If the District wants to change the evaluation tool, it will consult with the WHEA before the change;
k. website posting of required information for the evaluation tool;
l. training on the evaluation tool for teachers and evaluators as required by law.
m. If a classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
n. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used for consecutive purposes (i.e. to determine if a teacher qualifies for biennial evaluations).
o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use an adjusted student growth rubric based on current evaluation rating labels under state law. The teacher and evaluator may mutually agree to exempt an individual student's growth data based on standards established by the District which are provided to the Association. A student who did not meet their growth goal and who was absent 30 or more accumulated absences in that teacher's class/hour may be excluded within the student growth data.
p. An alleged violation of this Section is not subject to arbitration in the grievance process, except as provided in paragraph i.
q. During the evaluation process, teachers shall receive notice of any performance deficiencies and an opportunity to improve.
r. Teachers will be evaluated by their building principal, their direct supervisor, or another designated administrator if the building principal or supervisor is not available. The District will notify the Association if an evaluator is changed mid-year.
s. After a tenured teacher receives a developing or needing support evaluation rating, the teacher may submit a written request that a second evaluator participate in the evaluation for the next school year and provide specific reasons for the request. The Superintendent may grant or deny

the request. If the request is granted, the Superintendent will select the second evaluator in consultation with the WHEA.

t. Teachers shall receive a written evaluation.

u. Teacher absences will be considered in the evaluation as follows:

1. Needing Support =
    a. 15 or more personal/sick days used (for employees with 14 sick/personal days)
    b. 18 or more personal/sick days (for employees with 17 sick/personal days)
2. Developing =
    a. 11-14 personal/sick days used (for employees with 14 sick/personal days)
    b. 14 - 17(for employees with 17 sick/personal days)
3. Effective =
    a. 0 - 10 personal/sick days used (for employees with 14 sick/personal days)
    b. 0 - 13 (for employees with 17 sick/personal days)

v. A general administrative timeline for evaluations is provided below. The District and Association recognize that circumstances beyond the control of either party may cause deviations to the timeline. If a teacher is absent on an observation, observation conference, or mid-year progress report the timelines will be extended. Teacher evaluations for teachers who are hired mid-year or are on a leave of absence at any point during the school year are not required to follow the timeline set for the below.

Formal Observation(s)	October 1, 2024 through November 22, 2024 (additional observations may be performed on an as needed basis
Written Feedback Released via evaluation tool	Within 5 school days of observation under paragraph 1d.
Post Observation Conference	Within 20 school days of each teacher observation under paragraph 1d.
Mid-year Progress Report (Data Review) (If required)	On or before February 14, 2025
Formal Observation(s) … February 10 through March 21, 2025	(additional observations may be performed on an as needed basis)
Written feedback released via evaluation tool	Within 5 school days of observation under paragraph 1d
Post observation Conference	Within 20 school days of each teacher observation under paragraph 1d
Student Growth and Goal Data Due May 23, 2025	
Final Evaluation Due May 30, 2025	

The parties agree to follow a similar evaluation schedule for the remaining 2025-26 and 2026-27 school years.

Tentative Agreement
Westwood Heights School District
And
Westwood Heights Education Association

September 14, 2024

9/14
For the WHEA

9/14/24
For the District

Three-year contract: 2024-25, 2025-26, 2026-27.
Financials

1. Salary:

   The parties agree to the District's offered salary schedule for 2024-25 (modified salary schedule with 2% increase), 2025-26 (with 1% increase), 2026-27 wage reopener. Steps and lanes will be given for the 2024-25, 2025-26, 2026-27 school years. The parties will hold an initial meeting regarding the wage reopener by March 15, 2026.

   Karen provided a list of all teachers and what step they will be placed on for the 2024-25 school year. The Association has reviewed this list and agrees with its contents. The list is incorporated into this agreement by reference. The District will maintain one salary schedule for all employees.

2. Longevity:

   1. 15 years of service: $2000
   2. 19 years of service: $4000
   3. 23 years of service: $5000
   4. 29 years of service: $7000

   Longevity paid in an off schedule stipend

3. Parties agree to Schedule B wage of $40,886.00, with 1% increase in year 2. The amount for Year 3 is subject to the wage reopener.

4. Extra duty pay at $38.

5. Employees hired after ratification of this Agreement will receive 14 sick days, 3 of which may be used as personal leave days.

6. Article 20 Retirement

   Sick day buy back: Change amounts as follows:

Tentative Agreement
Westwood Heights School District
And
Westwood Heights Education Association

September 14, 2024

9/14
For the WHEA

9/14/24
For the District

- Days 1-50 - $60 per day
- Days 51-100 - $40 per day
- Days 101 plus - $20 per day

Non-Financial: The parties agree to the following language.

Article 11: Fringe Benefits

New Paragraph M: If the Publicly Funded Health insurance contribution act is amended with an effective date during the term of this agreement, the parties will bargain the impact of that amendment. The employee and employer agree that if the increase exceeds the typical 3% increase that the parties will split the increase during this impact bargaining until the parties mutually agree on the allocation of insurance coverage costs.

Article 20: Retirement

Addition to Paragraph B: Sick and personal days are interchangeable for purposes of selling back days.

Paragraph D will be eliminated and the sentence included into Paragraph C.

Article 13 Teacher Protection

Additional language: The Board will reimburse a teacher up to a maximum of five hundred dollars ($500) or the amount reimbursed through an insurance claim, whichever is more, for loss, damage, or destruction of clothing or personal property of a teacher that was being used while acting within the scope of their employment and was being used for an educational purpose. However, the direct cause of loss must be shown by the teacher, and the teacher must be innocent of any contributory negligence. The teacher bears the burden of proof.

Appendix
Teacher Evaluation

Teacher evaluations under Revised School Code Section 1249 ("classroom teacher" or "teacher") will be conducted as provided below.

1. ***Evaluation of Classroom Teachers.*** Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

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a. a year-end evaluation process that meets statutory standards;
b. an evaluation tool, rubrics, and forms, accessible to teachers on an online platform and transparency page, that incorporates components required by law, including:
    i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
    ii. the teacher's performance based on performance goals with timely and constructive feedback as outlined below.
c. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
    i. all probationary teachers;
    ii. teachers rated developing, needs support; or
    iii. at the evaluator's discretion when performance deficiencies are noted.
d. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback within five (5) school days and a post-observation meeting within twenty (20) school days between the teacher and the school administrator conducting the observation to discuss those items. A post-observation meeting may include email communication, communication through the evaluation platform, a virtual meeting, or a face-to-face meeting. Teachers will receive at least two (2) classroom observations per school year, one observation per semester. Administrators may also conduct informal walkthroughs of a teacher's classroom. If a walkthrough identifies a teacher's performance deficiency, the evaluator will provide feedback to the teacher through the evaluation online platform;
e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
f. a year-end performance evaluation effectiveness rating, of effective (formerly highly effective and effective), developing (formerly minimally effective), or needing support (formerly ineffective);

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g. tenured classroom teachers rated as highly effective (before July 1, 2024) or effective (after July 1, 2024) on the 3 most recent consecutive year-end evaluations will be evaluated biennially, but if the classroom teacher is not rated as effective on one of the biennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations. Teachers who receive biennial evaluations must receive annual observations for each school year they are employed. Teachers who receive a change in placement or voluntary or involuntary transfer must be placed on an annual evaluation until they satisfy the criteria for a biennial evaluation;
h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
i. opportunity for a tenured classroom teacher rated needing support or developing on a year-end evaluation to request a review consistent with Revised School Code Section 1249 which includes a review by the Superintendent and requested mediation in the first year of receiving a needing support or developing rating and use of the grievance process in the second year of receiving a needing support or developing rating;
j. use of the evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations. If the District wants to change the evaluation tool, it will consult with the WHEA before the change;
k. website posting of required information for the evaluation tool;
l. training on the evaluation tool for teachers and evaluators as required by law.
m. If a classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
n. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used for consecutive purposes (i.e. to determine if a teacher qualifies for biennial evaluations).
o. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the

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District will use an adjusted student growth rubric based on current evaluation rating labels under state law. The teacher and evaluator may mutually agree to exempt an individual student's growth data based on standards established by the District which are provided to the Association. A student who did not meet their growth goal and who was absent 30 or more accumulated absences in that teacher's class/hour may be excluded within the student growth data.

p. An alleged violation of this Section is not subject to arbitration in the grievance process, except as provided in paragraph i.
q. During the evaluation process, teachers shall receive notice of any performance deficiencies and an opportunity to improve.
r. Teachers will be evaluated by their building principal, their direct supervisor, or another designated administrator if the building principal or supervisor is not available. The District will notify the Association if an evaluator is changed mid-year.
s. After a tenured teacher receives a developing or needing support evaluation rating, the teacher may submit a written request that a second evaluator participate in the evaluation for the next school year and provide specific reasons for the request. The Superintendent may grant or deny the request. If the request is granted, the Superintendent will select the second evaluator in consultation with the WHEA.
t. Teachers shall receive a written evaluation.
u. Teacher absences will be considered in the evaluation as follows:
    1. Needing Support =
        a. 15 or more personal/sick days used (for employees with 14 sick/personal days)
        b. 18 or more personal/sick days (for employees with 17 sick/personal days)
    2. Developing =
        a. 11-14 personal/sick days used (for employees with 14 sick/personal days)
        b. 14 - 17(for employees with 17 sick/personal days)
    3. Effective =
        a. 0 - 10 personal/sick days used (for employees with 14 sick/personal days)
        b. 0 - 13 (for employees with 17 sick/personal days)

v. A general administrative timeline for evaluations is provided below. The District and Association recognize that circumstances beyond the control of either party may cause deviations to the timeline. If a teacher

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is absent on an observation, observation conference, or mid-year progress report the timelines will be extended. Teacher evaluations for teachers who are hired mid-year or are on a leave of absence at any point during the school year are not required to follow the timeline set for the below.

Formal Observation(s)..... October 1, 2024 through November 22, 2024 (additional observations may be performed on an as needed basis)
Written Feedback Released via evaluation tool ..... Within 5 school days of observation under paragraph 1.d
Post Observation Conference..... Within 20 school days of each teacher observation under paragraph 1.d.
Mid-Year Progress Report (Data Review)(if required) ..... on or before February 14, 2025
Formal Observation(s).....February 10 through March 21, 2025 (additional observations may be performed on an as needed basis)
Written Feedback Released via evaluation tool ..... Within 5 school days of observation under paragraph 1.d
Post Observation Conference..... Within 20 school days of each teacher observation under paragraph 1.d.
Student Growth and Goal Data Due.....May 23, 2025
Final Evaluation Due..... May 30, 2025

The parties agree to follow a similar evaluation schedule for the remaining 2025-26 and 2026-27 school years.

Vacancy

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Sections 1248.

The District administration will meet with the Association in the spring of each school year to discuss the administration's scheduling recommendation for the next school year.

If a conflict exists with a teacher placement decision, the teacher or building representative(s) may request to meet with the building administration and grade

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level/department chair regarding the teacher placement decision. If the issue persists, the matter may be raised to the Superintendent.

If the processes identified above are followed, a teacher and the Association may not use the grievance procedure to challenge any teacher placement decision.

1. ***Filling a Vacancy***. Frequent teacher transfers from one position to another are disruptive of the educational process and interfere with optimum teacher performance. The parties agree that transfers are to be minimized and avoided whenever possible. If a vacant teacher position exists, the District will post the vacancy. The District will post bargaining unit position vacancies internally for five (5) days during the school year and ten (10) days during the summer months (last teacher report day to first teacher report day).

   A. A "vacancy" shall be defined as an unassigned, open position or a newly created position which the district intends to fill.

   B. Teachers desiring to transfer to a vacant position within the district may submit a request to the Superintendent or designee. The District will consider the factors in paragraph D when determining how to fill the vacancy. If the request is denied , the reason for the denial shall not be the basis for a grievance.

   C. The District may make involuntary transfers for a reason that is not arbitrary or capricious. When an involuntary transfer is made, the teacher can request an explanation of the transfer decision and the decision shall not be the basis for a grievance.

   D. The District can deny a teacher's requested for a transfer on the following grounds:

      - Bargaining unit employee is on an IDP or is a probationary teacher
      - Bargaining unit employee has received a at least one needing support/ineffective evaluation rating in the previous 4 years or at least one developing/minimally effective rating in the previous 2 years
      - The bargaining unit employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill despite posting and seeking candidates for the position.
      - The bargaining unit employee applied for and received a change of placement in the previous five (5) years unless both the teacher and the building principal mutually agree to the change of placement.

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- Bargaining unit employee has been involuntarily transferred from the requested position in the previous_____ years unless both the teacher and the building principal mutually agree to the change of placement.

E. When filling a vacancy, the District will consider the following factors.

1. The effectiveness rating of the teacher;
2. Legally required certification, approval, permit, and qualifications held by the teacher in relation to the vacant position on file with the district or submitted by the teacher in the transfer request. The Association and District will work cooperatively to ensure that the District's records reflect accurate ;
3. Relevant and comparable teaching assignment of the teacher in relation to the vacant position and on file with the district or submitted by the teacher in the transfer request including, but not limited to, length of service in a grade level(s) or subject area(s);
4. Previous discipline taken against the teacher within the past 5 calendar years that is relevant to the vacant position and reflects on the teacher's ability to perform the professional duties of the vacant position and work with others;
5. Ability to perform the essential functions of the job with or without an accommodation;
6. Teacher's participation in District provided professional development and other special relevant training and coaching.
7. Absences that exceed the teacher's annual contractual paid leave days (sick and personal). Approved sick leave, FMLA, and workers comp absences shall not be considered a factor; and
8. Length of service within the District shall be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

APPENDIX D – EXCESS STUDENT COMPENSTION WORKSHEETS

APPENDIX D – Excess Student Compensation Worksheets

Example

Compensation Classroom for Excess of Student Limit Worksheet – By MINUTES

Annual Pay: (pursuant to Schedule A)	$ 57,983
	Divided by:
Student School Days:	180
	Equals:
Per Day Rate:	$ 322.13
	Divided by:
Minutes per Day:	360
	Equals:
Per Minute Rate:	$ 0.89
	Divided by:
Maximum Students Allowed: (refer to Article 6, class size limits)	25
	Equals:
Per Minute per Student Overage Rate:	$ 0.04
	Multiplied by:
Minutes in Excess:	58
Per Student Overage Compensation:	**Equals:** $ 2.32
Students in Excess:	**Multiplied by:** 3
Total by Minutes Overage Compensation:	$ 6.96

For Example Purposes Only

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

Compensation Classroom for Excess of Student Limit
Worksheet – By MINUTES

Annual Pay: (pursuant to Schedule A)	$ _____
	Divided by:
Student School Days:	180
	Equals:
Per Day Rate:	$ _____
	Divided by:
Minutes per Day:	360
	Equals:
Per Minute Rate:	$ _____
	Divided by:
Maximum Students Allowed: (refer to Article 6, class size limits)	_____
	Equals:
Per Minute per Student Overage Rate:	$ _____
	Multiplied by:
Minutes in Excess:	_____
Per Student Overage Compensation:	**Equals:** $ _____
Students in Excess:	**Multiplied by:**
	_____
Total by Minutes **Overage Compensation:**	$ _____

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

Compensation Classroom for Excess of Student Limit
Worksheet – by HOURS

Annual Pay:
(Pursuant to Schedule A) $_____

Divided by:

Student School Days: **180**

Equals:

Per Day Rate: $_____

Divided by:

Hours per Day: **6**

Equals:

Per Hour Rate: $_____

Divided by:

Maximum Students Allowed:
(refer to Article 6, class size limits) _____

Equals:

Hourly per Student Overage Rate: $_____

Multiplied by:

Hours in Excess: _____

Per Student
Overage Compensation: **Equals:** $_____

Students in Excess: **Multiplied by:** _____

Total Hourly
Overage Compensation: **$**_____

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

Example

Overage Compensation: Classroom for Excess of Student Limit Worksheet – By DAYS

Annual Pay: (pursuant to Schedule A)	$ 57,983
	Divided by:
Student School Days:	180
	Equals:
Per Day Rate:	$ 322.13
	Divided by:
Maximum Students Allowed: (refer to Article 6, class size limits)	25
	Equals:
Daily per Student Overage Rate:	$ 12.89
	Multiplied by:
Days in Excess:	17
Per Student Overage Compensation:	**Equals:** $ 219.13
	Multiplied by
Students in Excess:	3
Total Daily Overage Compensation:	$ 657.39

For Example Purposes Only

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

Example

Compensation Classroom for Excess of Student Limit
Worksheet – by HOURS

Annual Pay: (Pursuant to Schedule A)	$ 57,983
	Divided by:
Student School Days:	180
	Equals:
Per Day Rate:	$ 322.13
	Divided by:
Hours per Day:	6
	Equals:
Per Hour Rate:	$ 53.69
	Divided by:
Maximum Students Allowed: (refer to Article 6, class size limits)	25
	Equals:
Hourly per Student Overage Rate:	$ 2.15
	Multiplied by:
Hours in Excess:	5
Per Student Overage Compensation:	**Equals:** $ 10.65
Students in Excess:	**Multiplied by:** 3
Total Hourly Overage Compensation:	$ 31.95

For Example Purposes Only

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

Example

Overage Compensation: Classroom for Excess of Student Limit Worksheet – By DAYS

Annual Pay: (pursuant to Schedule A)	$	57,983
	Divided by:	
Student School Days:		180
	Equals:	
Per Day Rate:	$	322.13
	Divided by:	
Maximum Students Allowed: (refer to Article 6, class size limits)		25
	Equals:	
Daily per Student Overage Rate:	$	12.89
	Multiplied by:	
Days in Excess:		17
Per Student	**Equals:**	
Overage Compensation:	$	219.13
	Multiplied by	
Students in Excess:		3
Total Daily Overage Compensation:	$	657.39

For Example Purposes Only

***Computed at semester or year-end.**

***This worksheet is not required for compensation; it is to assist with calculation purposes only.**

APPENDIX Y – PAYROLL RESOLUTION

APPENDIX Y – Payroll Resolution

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

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

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

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

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

This resolution shall have an effective date of_____,_____.

REPORTING UNIT NAME:_____(school district)

Approved by the Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board)

SIGNATURE_____DATE _____

[98-99]

APPENDIX Z – RETIREMENT ELECTION

APPENDIX Z – Retirement Election

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

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

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

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

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

(today's date)

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

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

REPORTING UNIT NAME (school district)_____NUMBER _____

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

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE_____ DATE _____