

Agreement between

# W-WEA/ECE

Wayne-Westland Association of  
Early Childhood Education

and the

**Board of Education**

Wayne-Westland Community Schools  
September 1, 2022 – August 31, 2024

Wayne-Westland Community Schools, Westland, MI 48185



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## **ARTICLE 1**

### **Recognition**

#### **1.1**

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, to represent and bargain for elementary teachers in the Summer School Academic Program; all certified probationary/tenure teachers, teachers with professional and occupational certificates, temporary vocational authorizations or full vocational authorizations, teachers with Child Development Associate credentials, and counselors in Adult and Early Childhood Education, Summer School Credit Programs, and Preschool Programs.

#### **1.2**

All certified and non-certified personnel employed on an hourly basis in the Leisure Time Program in Adult and Early Childhood Education shall be excluded from the bargaining unit.

#### **1.3**

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

#### **1.4**

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

#### **1.5**

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

## **ARTICLE 2**

### **Association and Teacher Rights**

#### **2.1**

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

professional negotiations, or the institution of any grievance, complaint or proceeding under this Agreement.

## **2.2**

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

## **2.3**

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

## **2.4**

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

## **2.5**

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

## **2.6**

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

## **2.7**

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

## **2.8**

The Association may use school equipment including typewriters, copy machines, and other duplication equipment normally available to teachers. The Association may also use calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. It is understood that such equipment shall not be removed from school property. The Association shall pay the current cost of all materials and supplies incident to such use. Use of equipment other than that listed

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

## **2.9**

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

## **2.10**

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

## **2.11**

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

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

## **2.12**

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

## **2.13**

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

**2.14**

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

**2.15**

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

**2.16**

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

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

**2.17**

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

**2.18**

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

**ARTICLE 3**

**The School District's Rights**

**3.1**

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

or discharge just the same as if they were set forth in the Agreement, but only subject to the provisions of the grievance procedure.

## **ARTICLE 4**

### **Reserved**

## **ARTICLE 5**

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

#### **5.1**

Class sizes shall be in accordance with the Master Agreement for the normal K-12 program.

#### **5.2**

Preschool teachers shall receive paid preparation time of 1 hour per day.

#### **5.3**

Teachers who perform any work outside of their regular assignments not specifically covered by this Agreement will be compensated at their hourly rates for each hour worked. Segments of less than an hour shall be prorated.

#### **5.4**

Teachers shall have a 30 minute unpaid duty free lunch. If Teachers are needed to maintain legal licensing ratios they will be paid \$25.00.

## **ARTICLE 6**

### **Teaching Conditions**

#### **6.1**

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

#### **6.2**

The Board agrees to keep the schools reasonably and properly equipped with instructional materials and shall have such materials available at the opening of the school year except when unexpected conditions prevent compliance with this provision. Instructional materials used in the district shall reflect the multi-ethnic nature of our society and shall evidence sensitivity to prejudice, to stereotypes, to sexism, and to materials



offensive to ethnic groups. Media centers shall be charged with the responsibility of seeking and maintaining material of this nature. Teachers shall participate in the selection of supplies, resource and instructional materials and tests.

### **6.3**

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

### **6.4**

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

### **6.5**

All teachers require time, space and facilities to prepare materials and plan work. The Board shall provide in every school a teacher work area containing adequate equipment and facilities to aid in planning and preparation. The work area shall be in addition to and separate from the faculty lounge facilities provided in each building. Telephone facilities shall be made available for reasonable use.

### **6.6**

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

### **6.7**

The Board shall provide:

- a. A file cabinet for each teacher.
- b. Closet space for each teacher to store his/her coat and personal articles.
- c. Adequate storage in each classroom for instructional materials.
- d. Teacher edition copies, if available, exclusively for each teacher's use, of all texts used in the courses s/he is to teach.
- e. A sufficient supply of paper and other classroom materials.
- f. Updated reference materials.

### **6.8**

All past practices regarding teaching hours shall remain in effect.

### **6.9**

The Board agrees all substitute teacher shall meet the requirements of the program grantee.

Teachers shall provide, except in cases of emergency, at least two (2) hours prior notification to the office when they are unable to report to work.

#### **6.10**

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

Within one hour of a loss of electrical power, while students are in attendance, the administration will inform the staff of a plan of action. If necessary, school shall also be canceled in buildings without heat or water. In other instances, the Board shall determine when conditions warrant the closing of schools.

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

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

## **ARTICLE 7**

### **Professional Qualifications and Assignments**

#### **7.1**

The Board's goal is to hire teachers who hold certificates, permits, or vocational authorizations valid for the positions to which they are assigned; who meet the standards required by the Revised School Code (RSC) and Michigan Department of Education (MDE) guidelines. The Board, however, may hire teachers for the Head Start and GSRP with a Bachelor's degree in early childhood education and SPARKEY preschool programs with Child Development Associate (CDA) or Associate Degree credentials. The responsibility for being properly certificated to teach in the school district rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this prime responsibility and the manner in which it may be fulfilled. The Association shall be notified of any such action.

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

#### **7.2**

If no certificated applicants are available after two postings, a substitute may be placed into the position for the remainder of the school year.

**7.3**

Except under extreme circumstances, the Board shall notify Early Childhood Education personnel of their teaching assignment(s) within a reasonable amount of time prior to the commencement of the class(es).

**ARTICLE 8**

**Vacancies, Promotions, and Transfers**

**8.1**

The Board recognizes that it is desirable in making assignments to vacancies and new positions to consider the interests and aspirations of its teachers. Vacancies occurring within the bargaining unit, newly created positions, and positions occurring within the professional staff shall be posted. Positions in the bargaining unit will be filled on the basis of experience, competency and qualifications of the applicant. One W-WEA Building Representative in each building will receive a copy of each posting.

**8.3**

The Board recognizes the aspirations of Wayne-Westland Early Childhood Education teachers to procure contracted positions in the regular K-12 program that are open for new hires. To this end, the District will provide Wayne-Westland Early Childhood Education teachers who apply for contracted positions a credential review, an interview, and equal consideration for the opening.

The parties agree that K-12 contracted positions open for new hires will be posted. The District is not obligated to hire the ECE applicant/s who apply for them.

**ARTICLE 9**

**Layoff and Recall**

**9.1**

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

**ARTICLE 10**

**Illness/Disability/Jury Duty**

**10.1**

Sick leave shall be earned at the rate of one day per month, for a total of ten (10) sick days per year. Days will be credited monthly to the sick leave account of the teacher. In addition, the unused portion of each teacher's sick leave shall accumulate from year-to-year without limit.

Upon separation of employment, excluding employee dismissal, any W-WEA/ECE employee, with 0-5 years of District service, shall be paid an amount equal to the employee's total number of accumulated sick days multiplied by \$40. For employees with 6 or more years of District experience, the employee shall be paid an amount equal to the employee's total number of accumulated sick days multiplied by \$60.

## **10.2**

Sick leave may be used for:

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

## **10.3**

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

1. For the first 7 calendar days of such absence, the teacher shall be charged sick leave from his/her accumulated account or, if the teacher so requests, personal business leave. If the teacher has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.
2. If the teacher's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Workers' Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for 90 calendar days from the date of said injury. Said teacher shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary.
3. If the teacher's incapacitation continues to the 15th calendar day and/or beyond, the teacher so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.
4. If the teacher's incapacitation continues beyond the 90-day period stated in Article 9.4 (2) above, s/he shall continue to receive the difference between his/her Workers' Disability Compensation check and his/her regular salary to the extent and until such time as said teacher has used up all of his/her remaining sick leave and/or personal leave days.

5. For purposes of this subsection, "full salary from the Board" shall mean the individual's contracted amount. It shall not include extra work/extra pay contract riders or any other extra pay assignments.
6. It is also understood that, after the 90-day period, the amount of sick leave or personal leave to be deducted from the teacher's account will be 1/2 of their scheduled work day.

#### **10.4**

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

#### **10.5**

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

#### **10.6**

For any absence which exceeds three (3) consecutive work days under the sick leave provision, the teacher may be required to submit verification of ability to return to work.

In the event there are chronic absences on the part of an individual teacher, s/he may be required to provide the Human Resources Department with written verification for future absence(s).

No request for verification due to chronic absenteeism shall be made, however, unless a teacher has been given prior written notice of his/her situation regarding chronic absenteeism.

#### **10.7**

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

#### **10.8**

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

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

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

## **ARTICLE 11**

### **Personal Business**

#### **11.1**

Teachers shall be allowed up to three (3) days per year for absences of a personal nature.

When utilizing personal leave time, the teacher shall give prior notice, when possible.

Personal business leave cannot be used on Detroit Tigers Opening Day, or on a day when an Open House or Professional Development/In-service is scheduled, or for any time during which Parent/Teacher Conferences are held.

Except in the case of extreme emergency, or circumstances beyond the teacher's control (excluding travel by commercial carrier), absences immediately before or after a recess period will not be valid under this section.

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

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

Unused personal business leave shall be added to the employee's sick leave bank June 30 of each year.

#### **11.2**

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

## **ARTICLE 12**

### **Unpaid Leave**

#### **12.1**

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

## **12.2**

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

## **12.3 Parental Leave**

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

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

## **12.4**

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

If the Board is not satisfied with this report, the Board, upon notice to the Association, may require the employee to submit to an examination by a doctor of the Board's choice. The Board shall pay for this examination. Either party may request a third examination performed by a physician of mutual consent. This examination shall be paid for by the Board. Both parties will be informed of the examination results.

## **12.5 General Purpose Leave**

A general purpose leave will be granted for a period up to one year to Early Childhood Education teachers. Such leave shall expire at the beginning of the next school year. A request for an extension may be granted for an additional school year. Teachers

accepting teaching positions outside of the district will not be granted a general purpose leave.

### **ARTICLE 13**

#### **Association Leave**

##### **13.1**

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

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

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

### **ARTICLE 14**

#### **Teacher Evaluation**

##### **14.1**

All Early Childhood Education teachers are required to participate in an on-going professional growth process and will be evaluated annually in accordance with the law.

### **ARTICLE 15**

#### **Health Examinations**

##### **15.1**

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

##### **15.2**

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

### **ARTICLE 16**

#### **Professional Behavior**

##### **16.1**

The Wayne-Westland Board of Education agrees to operate the District in compliance with all federal, state and local statutes, rules and regulations. In addition, teachers shall



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

### **16.2**

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

### **16.3**

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

### **16.4**

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

## **ARTICLE 17**

### **Continuity of Operations**

#### **17.1**

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

#### **17.2**

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

**17.3**

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather. When schools are closed because of severe inclement weather, teachers shall be excused from duty. Teachers will be paid their regular rate of pay for their daily standard hours on inclement weather days, provided the number of days do not exceed the allowable forgiven days as defined by the program’s funding source.

**17.4**

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

**ARTICLE 18  
Calendar**

**18.1**

The calendar(s) for each program in the Early Childhood Education Division will be published at least two (2) weeks prior to the commencement of the program. All district holiday and recess periods will apply to WWEA-ECE.

**18.2 Professional Development**

The district will provide full time Early Childhood Education teachers thirty (30) hours of District Provided Professional Development each year. The specific dates for the Professional Development will be determined at least two (2) weeks prior to the commencement of the program. A teacher has to actually attend the scheduled in-services to be paid.

**ARTICLE 19  
Compensation**

**19.1**

All teachers shall be compensated biweekly.

Effective as soon as Administratively possible, all WWEA-ECE members will use Direct Deposit for their payroll checks.

**19.2 Compensation**

Early Childhood Education teachers holding a minimum of a Bachelor’s degree will be paid the following per hour:

	2022-2023	2023-2024
Step 1	\$33.50	\$35.50
Step 2	\$34.69	\$36.69
Step 3	\$35.92	\$37.92

Step 4	\$37.20	\$39.20
Step 5	\$38.51	\$40.51
Step 6	\$42.08	\$44.08

Steps granted during 2022-2023 & 2023-2024

In order to receive credit for a full year of service, the member must be hired prior to January 1 of the previous school year.

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SPARKEY teachers with Child Development Associate Credentials shall be paid the following per hour:

	2022-2023	2023-2024
Step 1	\$20.24	\$22.24
Step 2	\$20.90	\$22.90
Step 3	\$21.55	\$23.55
Step 4	\$22.27	\$24.27
Step 5	\$23.00	\$25.00

Steps granted during 2022-2023 & 2023-2024

In order to receive credit for a full year of service, the member must be hired prior to January 1 of the previous school year.

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SPARKEY teachers with Associates Degree shall be paid the following per hour:

	2022-2023	2023-2024
Step 1	\$23.00	\$25.00
Step 2	\$24.95	\$26.95
Step 3	\$25.65	\$27.65
Step 4	\$26.35	\$28.35
Step 5	\$27.05	\$29.05
Step 6	\$27.75	\$29.75

Steps granted during 2022-2023 & 2023-2024

In order to receive credit for a full year of service, the member must be hired prior to January 1 of the previous school year.

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In recognition of W-WEA/ECE longevity, the parties wish to provide a 2022-2023 & 2023-2024 retention bonus equivalent to \$2,000 each year of this Agreement. The parties agree that this bonus is an increase over the normal pay schedule and is considered Non Reportable Compensation under the Michigan Office of Retirement Services rules and regulations. This bonus will be paid on the first administratively practical pay dates in January 2023 and January 2024.

### **19.3**

Bargaining unit members doing substitute work in Early Childhood Education will be compensated at their hourly rates. K-12 contracted teachers not normally working in Early Childhood Education shall be compensated at the Step 1 hourly rate for substitute work.

### **19.4**

The Board shall grant experience credit at the beginning of each school year based on prior work in Wayne-Westland Early Childhood Schools' Early Childhood Education program.

There will be no step increases after the expiration of this contract, unless negotiated.

### **19.5**

For purposes of pay, a teacher rehired to an Early Childhood Education program shall retain all prior Early Childhood Education experience credit granted by the District.

### **19.6**

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

### **19.7**

For the duration of this Agreement, teachers in the Early Childhood programs, paid holidays are designated as Memorial Day and four (4) paid days over Winter Break, and two (2) over Mid-Winter break and two (2) over the Spring Recess.

## **ARTICLE 20**

### **Insurance Protection**

#### **20.1**

The Board will provide, without cost to the teacher, term life insurance with A.D. & D. to the teacher's designated beneficiary in the amounts specified:

1. Teachers normally scheduled to teach a minimum of 18 hours per week - \$10,000

2. Teachers normally scheduled to teach less than 18 hours per week - \$5,000.

Life insurance coverage shall continue in force each semester as long as the teacher is employed in Early Childhood Education. If the teacher works both semesters, coverage will be in force for a 12-month period. No contracted W-WEA member working in Early Childhood Education will be provided additional coverage under this section.

## **20.2**

The Board shall purchase for teachers scheduled to teach at least eighteen (18) hours per week and not covered by any other employer paid group hospital-medical insurance, full family hospital-medical insurance. The parties agree that effective July 1, 2013, the plan offered will be an HSA qualifying high deductible plan and any other plan options mutually agreed upon.

The District shall pay on a monthly basis the maximum permitted annual amounts as determined by the State Treasurer under PA 152 of 2011 toward the total cost of members' medical premiums. If the aggregate costs of the medical premium are less than the aggregate maximum amounts payable, the differential will be redistributed to those members enrolled in the medical plan in the form of HSA contributions in an agreed upon manner. Should the aggregate costs of the medical premiums exceed the aggregate maximum amounts payable under PA 152 of 2011, the remaining cost for the member's elected medical premiums for each school year shall be paid by the member through pre-tax payroll deductions.

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

In the event any grant funded program(s) exceed(s) allowable funding the parties agree to meet to review benefit programs to stay within the allowable funding.

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

## **20.3**

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

## **20.4**

The Board shall provide, without cost to each teacher teaching 18 or more hours per week, VSP-III or its equivalent, as if the VSP III Plan were in place.

**20.5**

The Board will provide to each teacher teaching 18 or more hours per week a full family dental insurance plan equivalent to 100% Preventative, 90% Basic, and 90% Major with an annual maximum of \$1000. The Plan will include both internal and external coordination of benefits.

**20.6**

A teacher on parental leave, general purpose leave, extended health leave, approved non-pay status, or layoff may continue at his/her own expense, the insurance coverage at 102% of the group premium rate, if permitted by the insurance carrier. The group premium rate and the 2% service fee shall be payable to the Wayne-Westland Community Schools, commencing the first month the teacher's insurance coverage paid by the Board shall cease under Article 20.2 above and at one month intervals thereafter. Payments are due in the Insurance Office no later than the 20th of each month preceding the month of coverage. Failure to have the check in the Insurance Office by the 20th of each month may result in the cancellation of the insurance.

**20.7**

Hospital-medical, dental, and vision care coverage paid by the Board shall continue in force each semester as long as the teacher is employed in Early Childhood Education. If the teacher works the second semester in Early Childhood Education coverage will continue for July and August.

**20.8**

Teachers who retire at the end of a school year under the MSPERS will have their health and vision insurance coverage canceled at the end of June. They will receive a check from the Board in the amount equal to the State Retirement System premiums for health and vision insurance coverage for the months of July and August.

**20.9**

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

**20.10**

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

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

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

- (2) The following coverages shall not be considered dual coverage for purposes of Article 20.3:
  - (a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
  - (b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
  - (c) Hospital-medical coverage provided through Health and Welfare Funds.
- (3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
  - (a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
  - (b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- (4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- (5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
- (6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.

- (7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
- (8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the hospital-medical insurance program identified in Article 20.2 above, including deductible.

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

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

The Board shall have the right to select insurance carriers for medical, dental, vision, LTD and life insurance coverage outlined in this Article. The parties agree to meet annually to review rate renewals for all insurance plans and to review bids solicited under PA 106.

## **ARTICLE 21**

### **Special Assignments**

#### **21.1**

Non-bargaining unit members may be hired for Summer School assignments, provided W-WEA teachers in Early Childhood Education or in the regular K-12 program have refused or do not bid for these assignments. In such instances, non-bargaining unit personnel shall receive no seniority credit for the assignment.

#### **21.2**

Teachers will not be required to supervise all or any portion of the students of an absent teacher, in addition to his/her own responsibilities, with the exception of an emergency condition. In such a situation, the supervisor will assign teachers on a rotational basis. For purposes of this subsection, an emergency shall be defined as an unforeseen circumstance or set of circumstances which call for immediate action.



### **21.3**

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

### **21.4**

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

### **21.5**

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

## **ARTICLE 22**

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

#### **22.1**

The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

If it appears a pupil under a teacher's jurisdiction may require the attention of special counselors, social workers, law enforcement personnel, other professionally qualified persons, or whenever the presence of a particular student in the class will impede the education of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.

#### **22.2**

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

**22.3**

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

**22.4**

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

**22.5**

Any case of assault or threatened assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Students threatening to assault or assaulting teachers shall be removed from class. The student shall not be returned to the affected teacher(s)' classroom(s) without a prior discussion between the affected teacher(s) and an administrator or his/her designee.

**22.6**

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

**22.7**

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

**22.8**

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

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

### **22.9**

The Board shall reimburse any teacher up to five hundred dollars (\$500) per occurrence for the damage or destruction of teacher property having a value of ten dollars (\$10) or more, provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher. The teacher must submit a replacement cost estimate for the damaged item in order to receive the reimbursement. After a teacher has received the reimbursement amount and purchased the replacement item, s/he must submit the purchase receipt to the Business Office.

## **ARTICLE 23**

### **Grievance Procedure**

### **23.1**

A grievance is a complaint submitted in writing by a teacher or the Association, hereafter referred to as the Grievant, involving any alleged violation, misinterpretation, or misapplication of any provisions of this Agreement. Neither the substance of a teacher's evaluation, nor the discharge of a probationary teacher, shall be subject to the grievance procedure.

### **23.2**

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

### **23.3**

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

### **23.4**

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

### **23.5**

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

***Level one:***

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

***Level two:***

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

***Level three:***

In the event the Association is not satisfied with the disposition of the grievance at Level II or has not elected the expedited grievance procedure as provided below, the grievance may be submitted to arbitration within 30 days after receipt of the written opinion. The arbitrator shall be selected in accordance with Article 23.13. The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

**23.6**

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

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

and agree that judgment thereon may be entered in any court of competent jurisdiction.

**23.7**

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

**23.8**

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

**23.9**

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

**23.10**

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

**23.11**

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

**23.12**

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

**23.13**

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

In order to implement this subsection, the parties will each submit a list of eight (8) arbitrators acceptable to it as a member(s) of the arbitration panel. If the parties fail to attain a list of five (5) mutually acceptable arbitrators, they will submit to each other a second list of eight (8) which contains different names from the original list, in order to complete the panel of five. If, after the aforementioned process, the panel has less than

five (5) members, the parties can agree to mutual consent to have a panel with less than five (5) members. If the parties cannot agree to less than five (5) members, the selected members of the panel will choose the arbitrator(s) necessary to fill out the panel to five.

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

1. The Association shall timely notify the district of its intent to file for Level 3 arbitration.
2. Within five (5) days, representatives from the Board and from the Association will select, at random, the name of an arbitrator on the panel. The representative will then call such arbitrator to establish an arbitration date. This date must be no more than 30 days, unless mutually agreed upon. Should the selected arbitrator not be available within these timelines, another arbitrator shall be selected in the manner described above in this paragraph. This process shall continue until an arbitrator is selected or the panel has been exhausted. If a panelist is not available within the guidelines and timelines set forth above, the parties shall select an arbitrator with the earliest date agreeable to the parties.
3. The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case.
4. Following the confirmation of an arbitration date, the arbitrator will notify both parties in writing.
5. In the event an arbitrator is no longer available for the panel, the parties will utilize the aforementioned process to select a replacement.

If, in the implementation of the above process, a mutually agreed upon number of arbitrators for the panel cannot be obtained, this subsection shall become null and void and subsection 23.5, regarding the selection of arbitrators through the American Arbitration Association shall be activated.

## **ARTICLE 24**

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

#### **24.1**

Qualified applicants from the bargaining unit will have an equal opportunity to apply for all district extra work/extra pay positions. If hired, Article 23 of the W-WEA K-12 Master Agreement will apply.

## **ARTICLE 25**

### **Curriculum Related Conditions**

#### **25.1 Academic Freedom**

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

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

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

#### **25.2**

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

#### **25.3**

The instructional class period shall be free from unnecessary interruptions.

## **ARTICLE 26**

### **Seniority**

#### **26.1**

Seniority will be defined as hours of classroom service within a particular program. A seniority list will be constructed which includes teachers in Early Childhood Education. Teachers will accrue and apply seniority only within the program in which they teach. Seniority credits are not transferable from one seniority list to another, nor shall it be applied to contracted positions in the regular K-12 program and vice-versa.

#### **26.2**

The seniority list shall be constructed based on the following criteria:

1. Teachers working in Early Childhood Education will earn hours of seniority credit for each semester taught based on their weekly teaching loads as of November 15 and March 15 respectively.

2. Seniority credit shall continue to accrue provided the employer-employee relationship is not severed through resignation or termination from the Early Childhood Education program. Laid off Early Childhood Education teachers, however, shall retain previously earned seniority.
3. Seniority credit shall not be given for Early Childhood Education substitute work.

### **26.3**

The Early Childhood Education seniority list shall be updated and published once each semester and shall include the teachers' level(s) and area(s) of certification.

The W-WEA shall receive a copy of all Early Childhood Education seniority lists. In addition, each semester the Early Childhood Education programs shall provide the Union and the Human Resources office with a list of all teachers working in its program. The list shall include the number of hours each teacher teaches each week.

### **26.4**

Teachers with identical seniority hours will have their relative ranking determined by lottery. The Human Resources Office will notify the Association of the date, place and time of the drawing.

## **ARTICLE 27**

### **Negotiation Procedures**

#### **27.1**

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

#### **27.2**

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

#### **27.3**

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



## **ARTICLE 28**

### **Miscellaneous Provisions**

#### **28.1**

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

#### **28.2**

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

#### **28.3**

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

#### **28.4**

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

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

#### **28.6**

Summer School teachers shall not be eligible for a contract.

#### **28.7**

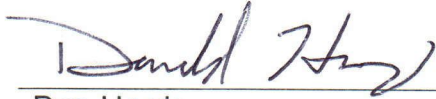
Planning time, sick leave time, and insurance benefits do not apply to teachers employed in driver education and summer school.

**ARTICLE 29**  
**Duration of Agreement**

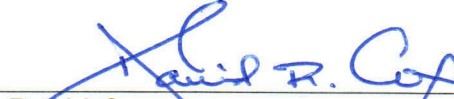
This Agreement shall be effective September 1, 2022, and shall continue until August 31, 2024.

Wayne-Westland Education  
Association

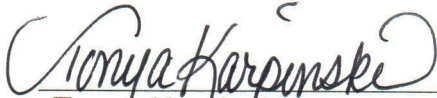
Wayne-Westland Community Schools  
Board of Education



Don Harris  
President, WWEA



David Cox  
President



Tonya Karpinski,  
Executive Director of WWEA



Michael Kapolka  
Assistant Superintendent of Human  
Resources

Date of Ratification: 5-19-22

Date of Ratification: 6-13-22