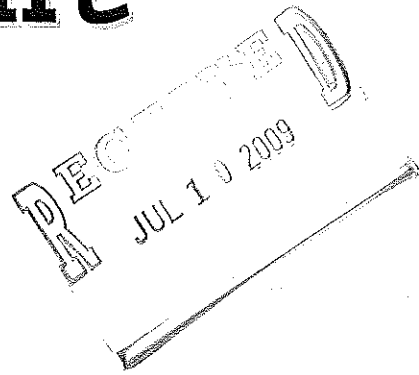


Agreement

between the



**Warren
Consolidated Schools
Board of Education**

and the

**Warren Education
Association**

2008-2010

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PREAMBLE

This Agreement entered into this twenty-fifth day of August, 2008, is by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan hereinafter referred to as the "Board" and the Warren Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the Warren Consolidated School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teachers, administrators, Board Members and non-instructional employees; and

Whereas the members of the teaching profession are particularly qualified to assist in formulating programs designed to improve education standards; and

Whereas the Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, ACT No. 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for teachers; and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement;

It is hereby agreed as follows:

ARTICLE I RECOGNITION

Section A Bargaining Unit

The Board recognizes the Association as the exclusive bargaining representative for all members of the unit which include: All regularly employed certified teachers under contract; World of Fours teachers; Special Education personnel; Occupational Therapists; Counselors; Co-op Consultants; Nurses; and Consultants but excluding; Administrators, Supervisors, Clerical, day-to-day substitute teachers, Teacher Interns, and other non-instructional employees.

Section B Tenure in Position

A bargaining unit member, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 83.71 et seq.; in a position other than as a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

Section C Definition

Throughout this Agreement, the term "teacher" shall designate all members of the Bargaining Unit.

Section D Dues Deduction

1. The Board agrees that, upon receipt of signed authorization for deduction of membership fees, regular dues and voluntary political action contributions of the Association from any teachers, the sum of said dues, fees and contributions as established by the Association will be deducted from the regular salaries of such teachers and remitted to the Association along with a letter of transmittal.
2. The Association shall certify to the Payroll Office in writing before September 15 of each year the current rate of its membership dues and voluntary political action contributions.

ARTICLE I RECOGNITION (Continued)
Section D (continued)

3. Authorization forms must be forwarded to the Payroll Department within thirty (30) days of the opening of school or, in the case of teachers who begin after the first day of school, within thirty (30) days of the commencement of work. Membership and dues deductions will be made in ten (10) consecutive and equal amounts and the voluntary political action contribution deductions will be made the pay period following the completion of the membership and dues deductions provided that such deductions shall not supersede any legally required deductions nor shall the Board be required to deduct dues if the teacher's pay is not sufficient to cover the dues in any pay period.

Section E Agency Shop

1. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a service fee which shall be forwarded to the Association. In the event that such an authorization for a service fee is not signed and returned to the Association within 30 days after receipt of the notification, the Board agrees that upon written request from the Warren Education Association, the services of such teacher shall be discontinued as of the end of the semester. Such teacher or teachers shall be notified of the termination of their services immediately upon expiration of the thirty (30) day period heretofore mentioned.
2. However, if, at the end of the semester, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
3. In any case in which a teacher or teachers contest a discharge under the provisions of Paragraph 1, Section D, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay the expenses so incurred by the Board.
4. The Association shall certify to the Payroll Office in writing before December 10 of each year the amount of the service fee to be charged. The Association shall also certify to the Payroll Office in writing before December 10 of each year that its internal procedures are in full compliance with applicable law for: (a) determining the amount of the service fee, (b) permitting members to challenge the basis for the fee, and (c) escrowing amounts reasonably in dispute while such challenges are pending.

Section F Indemnification

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken by the Board for the purpose of complying with Sections C and D of this Article.

ARTICLE II EFFECT OF AGREEMENT

Section A

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment hereto.

Section B

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

Section C

Any contract between the Board and an individual teacher shall be expressly subject to and consistent with the terms and conditions of this Agreement.

Section D

Any Board Policy in conflict with the terms of this collective bargaining Agreement shall be null and void.

ARTICLE III BOARD RIGHTS

The Association recognizes that the Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, promote, transfer, assign, discharge or retain teachers in positions within the system, and to determine the personnel to operate the system, providing, however, that the exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited by the terms of the Agreement and the applicable Laws of the State of Michigan or of the United States.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS

The parties to this Agreement acknowledge their responsibilities as set forth herein and recognize the inter-relationships and interaction of each upon the other.

Section A

1. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Laws or the Constitution of the State of Michigan and the United States and that it will not discriminate against any teacher because of membership in the Association or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
2. The Board agrees that its Rules and Regulations governing employee conduct will be reasonable and that enforcement of discipline will be fair and for just cause. The Board and the Association agree that equitable and non-discriminatory treatment shall be afforded all teachers in accordance with the Agreement.
3. It is the intent of the Board to prevent hazardous conditions and to provide, whenever possible, safe and healthy conditions for all bargaining unit members.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (Continued)
Section A (continued)

4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall have the right to use the District email and inter-school mail services and teacher mail boxes for communications to teachers. Teachers shall be required to follow the acceptable use policy as mutually agreed to by the District and the Association.
5. Each teacher shall have the right, upon request and in the presence of an administrator, to review the contents of his/her own personnel file excluding confidential information received prior to employment. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher and the Association shall be immediately informed if a Freedom of Information Act (FOIA) request is made on a teacher's personnel file.
6. Duly authorized representatives of the Association and their respective affiliates shall have the right, upon notifying the building office, to transact official Association business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations. The Association may have the use of the school buildings after school hours, providing proper application is made according to the schedule of charges approved by the Board. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships or other school employee groups will be discussed in the presence of students.
7. Requests for classroom visitations by non-professionals shall be scheduled through the building principal. The building principal shall confer with the teacher prior to the scheduling of the request.
8. Association use of school business equipment will be permitted provided:
 - a. The request is made prior to use.
 - b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
 - c. The purpose is for internal business use of the Association.
 - d. Supplies, in connection with such equipment use, will be furnished or paid by the Association.
9. Disciplinary interviews and reprimands will be conducted in private. The administration will inform the affected teacher that s/he has the right to union representation at the disciplinary interview/reprimand and if s/he chooses to have union representation, the interview/reprimand will not take place until union representation can occur.
10. The Board agrees that to the best of its ability, the district shall provide an assessment calendar for each school year. This calendar shall include national, state, and district sponsored assessments. This calendar shall be provided to all teachers no later than the first teacher work day for the first semester calendar and by December 15 for the second semester calendar. These calendars shall include all known information on the number of days and hours of the assessment. Any modifications to the calendar must be sent to all teachers and the Association as soon as the district is aware that a change is necessary.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (Continued)

Section B

The Association agrees that:

1. Teacher appearance is to be in keeping with standards that do not adversely affect the educational process, and which should set a proper example for students.
2. Teachers in fulfilling their obligations to students, fellow professionals and the District should strive to act in a moral, ethical and professional manner in their dealings with people. The Board of Education and administration will do likewise in fulfilling their obligations to the community, students and teachers.
3. Teachers will be held accountable for conduct consistent with the terms of this Agreement, and the Board of Education Policy. The Board shall be responsible for seeing that the teacher's full rights of citizenship and the exercise thereof shall not be grounds for disciplinary action or discrimination against him/her, and that its policies are reasonable and lawful.
4. Teachers in grades 9 through 12 shall handle semester grades as follows:
 - a. Fall semester 9-12 exams shall be graded, and semester grades shall be recorded by 2:30 p.m. the day following the last scheduled examination.
 - b. Spring semester senior exams shall be graded and all failure notices shall be submitted to the Counseling Center by 9:00 a.m. the day following the last scheduled examination.
 - c. Spring semester 9 through 11 exams shall be graded, and all 9 through 12 semester grades shall be recorded by 2:30 p.m. on the day following the last scheduled examination.

Section C

The Board and the Association agree that:

1. There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, age, sex, marital status, national origin or disability. In addition, the parties agree that there will be no discrimination against any parent or student by reason of physical, mental, economic, social condition or the above mentioned reasons; and that the provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.
2. Membership in the Association shall be open to all teachers regardless of race, color, creed, age, sex, marital status, sexual orientation, national origin, or disability.
3. Teachers may terminate their services with the Board only by mutual consent unless written notice is received by the Board at least sixty (60) days before September 1.

The Board will employ contracted teachers for vacant positions as soon as practicable. Further, a contracted teacher will be employed as soon as practicable for a position held by a teacher who is absent where the absence is anticipated to last longer than forty-five (45) calendar days and where the absence period is anticipated to continue through the end of the current school year and where an applicant is available. Teachers on disability being replaced by a contracted teacher during the school year will not be surplus from their building other than under the provisions of Article IX, D.

Adequate medical information regarding the absentee shall be required prior to implementing employment in the latter case.

ARTICLE V OBLIGATION TO MEET AND CONFER AND OTHER PROCEDURES

Section A

Upon written notice served on either party by the other on or before the 15th day of any month, representatives of the Board and the Association's bargaining team will meet on the last school day of that month for the purpose of reviewing problems which may arise in the working relationship between the parties. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss. The obligation to meet and confer arises only when either party requests a meeting.

Section B

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

Section C

The parties agree to furnish each other such information as is reasonably accessible for the intelligent development of proposals on behalf of teachers or for the processing of any grievance or complaint or for contract negotiations.

Section D

By the Friday immediately prior to the meeting, the Superintendent will make available to the Association his/her proposed agenda to be considered at each public meeting of the Board of Education along with whatever reports, addenda and other information which is available at the time. In addition, the Association shall receive the Official Board Minutes. Only matters which by their nature must be confidential shall be withheld. This shall normally be restricted to decisions regarding the acquisition of sites or individual employees. The Superintendent shall provide to the Association all notices of special meetings and study sessions of the Board of Education. In addition, the Administration will make every effort to keep the Association informed by using the monthly meetings to discuss anticipated revision of educational, construction or fiscal problems.

ARTICLE VI GRIEVANCE PROCEDURE

Section A Definition

Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of the terms of the Agreement or violation of any established policy or practice affecting teacher working conditions shall be a grievance and shall be resolved through the procedures set forth herein.

Section B Time Limits

All time limits herein shall consist of school days, except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Administration and the Association. Any grievance must be initiated within twenty (20) days from the date of the incident which gave rise to the grievance.

Section C Grievance Representation

Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee of eight (8) members and the Executive Director.

The parties acknowledge the right of the Association's Executive Director and/or the Board's representative to participate in the processing of a grievance at any level.

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section D Procedure

Informal Step 1: The parties acknowledge that it is most desirable for problems to be worked out at the lowest level possible and that this be done between the employee and his/her supervisor through free and informal communications.

When requested by either party, the building representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the teacher, then a grievance may be processed as follows:

Step 2. If the complaint is not resolved in the initial meeting, the employee must present the grievance in writing, within ten (10) days after the initial meeting, to the principal. A meeting will be held within ten (10) days of its submission. The Association's representative, the Board's representative, the principal and the grievant shall be present for the meeting. The building principal must provide the grievant with a written answer on the grievance within five (5) days of the meeting.

Step 3. If the grievance is not satisfactorily resolved in Step 2., it must be submitted to the Board's representative within fifteen (15) days of the Step 2., answer. A meeting will be held within ten (10) days of its submission. Each party shall have the right to include in its representation appropriate witnesses and needed counselors to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Board will have four (4) days in which to provide its decision in writing to the Association.

Step 4. Arbitration. If either party is not satisfied with the disposition of the grievance at Step 3. or the Step 3. time limits expire without action, then the grievance may be submitted to final and binding arbitration. If the parties are unable to agree on an arbitrator within ten (10) days of the notice of intent to arbitrate, then the dispute shall be processed under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a demand for arbitration within thirty (30) days of the date for the Board's Step 3. reply, then the grievance shall be deemed withdrawn.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper based on evidence presented thereon at the hearing. Each party shall bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs for the arbitrator.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within forty-five (45) days from the date of closing of the hearing, or the filing of final briefs, whichever is later.

Section E

Either party may choose to bypass the informal step and the grievance will proceed to Step 2. Provided both parties agree, Step 2., and/or Step 3., of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section F

For the duration of this Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal or withholding of services in any manner or form, either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Association or member of the bargaining unit, shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity.

ARTICLE VII DISCHARGE AND DEMOTION

Discharge and demotion shall be for just cause and preceded by:

1. The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes.
2. The forwarding of a written explanation for the action to the teacher and the Association.
3. A complete review of the teacher's personnel file with the teacher and his/her representative if requested by the teacher; and
4. If requested by the teacher, a hearing before the Board of Education.
5. A possible hearing before the Board of Education for non-probationary nurses.
6. Other than in cases of gross misconduct, letters of reprimand shall be removed three years after being placed in the teacher's personnel file, unless the teacher has received subsequent discipline of a same or similar nature during the three year period.

The reprimand shall be removed at the request of the teacher after the three year period. This provision shall have no application to teacher performance evaluations.

7. Any document that is in a teacher's file that is in dispute because of a pending grievance, arbitration, unfair labor practice, or litigation will not be sent with a FOIA request. The document will be set aside in a separate confidential file until there is a settlement to the dispute.
8. In accordance with the Employees Right to Know Act, PA397, a teacher may place a rebuttal to any document placed in his/her file without a time limitation.
9. The discharge of a probationary teacher during the first and second year of probationary status shall not be subject to arbitration (Step 4) of the grievance procedure.

In the event of serious misconduct which jeopardizes the safety, morale or educational functions of the school or school system, an employee may be suspended immediately with pay pending a full investigation and implementation of this Article.

ARTICLE VIII EVALUATION PROCEDURE

Section A

The ultimate purpose of an effective program of teacher growth is to assure good teachers for children. In order to accomplish this purpose, the evaluation procedure should:

1. Provide self-improvement programs among the teaching staff.
2. Provide a continuous record of performance evaluation.
3. Provide sound data for decisions resulting in a change of status for an individual teacher.

Section B

The building supervisor and/or his/her assistant is responsible for written evaluations entailing all areas enumerated in the agreed to evaluation instrument of all professional employees assigned to his/her building. The agreed to instrument shall be the instrument used to evaluate these employees during the 1970-71 school year.

ARTICLE VIII EVALUATION PROCEDURE (Continued)
Section B (continued)

The principal and/or his/her assistant shall:

1. Orient all teachers with the evaluative procedures and instruments during the first five (5) weeks of their assignment to his/her building, and advise the employee as to which personnel shall observe and evaluate his/her performance.
2. Compile and make teachers aware of observations made from time to time prior to the formal evaluations.
3. Formally evaluate probationary teachers a minimum of once per year preceded by a minimum of two (2) classroom observations that are at least 60 days apart and in different semesters. Each observation shall be at least thirty (30) consecutive minutes. Such observations shall be with advance notice. Each observation conference should be held within five (5) working days after the classroom observation. The formal evaluation conference must be held within fifteen (15) working days after the last classroom observation.
4. For the evaluation of tenured teachers, precede the formal evaluation by at least two (2) classroom observations of at least thirty (30) consecutive minutes. Such observations shall be with advance notice. Each observation conference should be held within five (5) working days after the classroom observation. The formal evaluation conference must be held within fifteen (15) working days after the last classroom observation.
5. Confer with teachers and discuss with them each item which is to be included in their respective personnel files.
6. Provide each teacher with a mutually signed copy of the formal evaluation report(s). The teacher may submit written statements which will be attached to the file copy of the evaluation in question. Any teacher who is not satisfied with his/her evaluation has recourse through the grievance procedure.
7. Set forth in specific terms where a teacher is lacking, if such is the case, as well as an identification of the specific ways in which the teacher is to improve. Furthermore, provide definite, positive assistance to rectify any professional difficulties noted.
8. Conduct all monitoring or observation of the work performance of a teacher openly and with his/her knowledge. Audio visual devices shall be used only with the teacher's consent.
9. Tenure teachers shall be evaluated in three (3) year cycles. The evaluation cycle may be broken if a teacher requests evaluation. (Teacher requests for evaluation will be honored.)

A principal may evaluate a teacher out of cycle, but must state in writing the specific concerns observed to cause formal evaluation.
10. Destroy anecdotal reports not referred to in the formal evaluation at the end of the evaluation period.

Section C

Special Education and Special Service personnel assigned and serving only one building shall be evaluated by the building principal.

If the Special Education or Special Service personnel are assigned and serve two (2) or more buildings, then the immediate supervisor or a principal to whom the teacher is assigned shall be the evaluator. The evaluator may utilize, or upon the teacher's request must utilize, evaluative observations based upon direct visitation from immediate supervisors or principals in preparing the final evaluation.

ARTICLE VIII EVALUATION PROCEDURE (Continued)
Section C (continued)

The evaluator for the first evaluation will continue in that capacity for the remainder of the year.

Section D

The procedures set forth above shall be fully applicable to those teachers working in assignments set forth in Schedule C., except that item 4., of Section B, above may be adjusted to accommodate the exigencies of the activity. All Schedule B, D, and E, personnel will be evaluated a minimum of once each year. Seasonal activities are to be evaluated at the end of the involved season.

Section E

Teachers shall be apprised of the criteria upon which they will be evaluated. No criterion shall be used which is not applicable to the position being evaluated.

Section F

All newly employed personnel not covered under the Michigan Tenure Law will serve a probationary period consistent with the Michigan Tenure Law.

Section G

Nurses shall be evaluated by the Director of Student Affairs in three year cycles. The Coordinator of Nursing Services shall be responsible for the coordination of all nursing services exclusive of employee discipline and evaluation.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER

Section A Assignment

Definition: Assignment means the initial placement of a teacher upon hire in a specific building or in a traveling central service group or in a special education group. Subsequent placement shall be made only through the execution of the transfer provisions of this Agreement.

Section B Class Schedules

1. Individual teacher schedules within buildings will be made by the building principal after consultation with the Department Chairperson; in the absence of the Department Chairperson, a representative of the teachers will be elected from the department.
2. Schedules of traveling teachers, central service, and non-building based special education personnel to buildings will be made by the subject area administrator:
 - a. These schedules will be developed after consultation with representatives of each group.
 - b. Should the schedule of a traveling teacher, central service, or non-building based special education personnel remain in tact for the following school year, the teacher currently in the position will be assigned to the same position for the following year. Should there be a need to change an individual position for the following school year, the position will be placed on a bid board for the respective group. All tenured teachers whose schedules have been placed on the respective bid board shall have the opportunity to bid on a new job from the list of newly created positions in seniority order. Any tenure teacher in the group shall have the right to attend and bid on any open position; after a successful bid he/she would place his/her former position on the bid board. The scheduling session for all groups shall take place on the second Thursday in August.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section B Class Schedules (continued)

- c. The subject area administrator will inform traveling teachers of tentative schedules for the following year by noon on the first Thursday in August.
 - d. The Association shall be notified by the subject area administrator should any changes occur after the scheduling session held the second Thursday in August. The Association may appeal any change made after the scheduling session to the subject area administrator's immediate supervisor. The immediate supervisor's decision shall be final.
 - e. The subject area administrator for the nurses is the Director of Student Affairs, who is responsible for the school nurse program.
 - f. This process may be reviewed upon the request of either party after the August 2009 scheduling session. If necessary, adjustments could be implemented if mutually agreed to by both the Association and the district.
- 3. If practicable, each non-tenure teacher will retain the same class schedule.
 - 4. Building administrators will provide teachers with written notice of tentative class schedules and assignments for the following year by noon on the Friday prior to the second Monday in May. In the secondary, these schedules shall be a list of the actual five (5) classes the teacher is tentatively assigned to teach each semester.
 - 5. A building administrator, with concurrence from the respective Executive Director, may assign a tenured special education teacher who is building based, with the exception of center programs, to a regular education assignment.

Section C Transfer

Definition: Transfer means the placement of a teacher after his/her assignment. No transfer shall be made inconsistent with a teacher's certification and qualification. Prior to June 30, 2006, qualification means academic preparation and/or evidence of successful experience teaching the subject for at least one (1) school year at the grade level to be assigned and within the last five (5) years. In the high school, academic preparation means at least a minor in the subject to be taught. Further, any teacher transferred into a high school must meet the requirements of North Central Accreditation Standards for the position. In the middle school, academic preparation means any certificate which includes "all subjects" with the following exceptions: a minor shall be required for Art, grade 8 Algebra, Formal Foreign Language, grade 8 Science, Home Economics, Industrial Arts, Media, Music, and Physical Education. Any teacher not teaching in a middle school prior to July 1, 2000 must meet the North Central Accreditation Standards for the position in order to be eligible for transfer. In assigning teachers, North Central Accreditation Standards will never be applied to any teacher teaching in a middle school prior to July 1, 2000. North Central Accreditation Standards will only apply to assignment, transfer, surplus, lay-off, and recall. After June 30, 2006, qualification means a teacher teaching in any of the core academic subjects must be Highly Qualified as defined by the ESEA/No Child Left Behind Act, Sections 1119 and 9101. Further any teacher in a high school must meet the requirements of North Central Accreditation Standards for the position. Any teacher not teaching in a middle school prior to July 1, 2000 must meet the North Central Accreditation Standards for the

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section C Transfer (continued)

position in order to be eligible for transfer.

In assigning teachers, North Central Accreditation Standards will never be applied to any teacher teaching in a middle school prior to July 1, 2000. North Central Accreditation Standards will only apply to assignment, transfer, surplus, lay-off, and recall.

In the event of teachers threatened by layoff due to staff reduction, the Board will make every effort to place the most senior teachers consistent with their minimum qualifications.

Any teacher notified of possible layoff may petition to be placed under minimum qualifications. This petition must be made within ten (10) days of the time notice is given.

The qualification for a teacher in a non-core academic subject will remain the same as the definition of qualification prior to June 30, 2006.

If at any time during the life of this agreement the ESEA/No Child Left Behind Act of 2001 is repealed, qualification will revert back to its definition prior to June 2006. If the act is modified, the Administration will need to bargain the new definition of qualification with the Warren Education Association.

In the event of teachers threatened by layoff due to staff reduction, administration will make every effort to place the most senior teachers consistent with their minimum qualifications. However, it is recognized that there are subject areas with special or unique qualifications that must be met. The minimum qualifications, aside from successful teaching experience, are as follows:

8 Algebra, 8 Science, 7 and 8 Physical Education, 7 and 8 Art, and Media - fifteen (15) semester hours, for those teachers working at a middle school prior to July 1, 2000. Others must meet North Central Accreditation Standards.

Elementary Special Services (Art, Physical Education, Media) - fifteen (15) semester hours.

Minimum qualifications do not pertain to grades and subject areas not listed above.

Any teacher notified of possible layoff may petition to be placed under minimum qualifications. This petition must be made within ten (10) days of the time notice is given.

1. To be eligible to request transfer, a teacher must be eligible for tenure status in the beginning of the coming school year. To be eligible to attend the May Bid Session, a teacher may complete an Unspecified Transfer Request Form if s/he has not been denied tenure/tenure rights by the Board of Education for the following school year prior to April 30th of the current school year.

Those teachers not having been denied tenure/tenure rights prior to the first day of the subsequent school year but who have an adjusted tenure date that is after the date of the first day of the subsequent school year will receive the contractual rights for tenure teachers effective the first day of that school year.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section C Transfer (continued)

2. Postings:

a. Transfer to openings for the following school year.

1. All openings for the succeeding school year shall be posted by specific job opening and location, at a bid session to be held on the third Monday in May. Bids will be taken in seniority order for the known vacancies existing as of the day of the meeting. The bidder with the highest seniority who is certified and qualified, according to Article IX, Section C of this agreement, for the position will be transferred.
2. The school administration shall post the date and location of the bid session. Such postings shall also be mailed to all teachers on leave. Teachers actively employed as well as teachers anticipating return from leave at the beginning of the following school year who desire to attend the bid session shall request an Unspecified Transfer Request Form from the Human Resources Department. For the bid session, the form must be turned in by the Wednesday prior to the third Monday in May.

Teachers who request transfer, surplussed teachers, teachers returning from leave and administrators who are assigned to the bargaining unit, shall be eligible to attend the bid session. Any bidder making such request must accept the transfer pursuant to the provisions below.

3. Teachers must be present at the bid session to be eligible for the exercise of their bidding opportunity or they can exercise their bidding with a signed proxy.
 4. Teachers who accept a job sharing or a transfer position are not eligible for exchange options. Teachers who are not placed following the bid session and administrators who are assigned to the bargaining unit, shall be placed in vacancies, if any, at the discretion of the Board.
 5. If, within the first year of a transfer to a new building, a principal reassigns a teacher to a position which is different from the position s/he bid on, the Association may request a review of the action by the appropriate Executive Director. The determination of the appropriate Executive Director shall be final.
 6. If, prior to the opening day of school, two (2) teachers in separate buildings wish to exchange responsibilities for that school year, they may do so upon submitting specified transfer request forms and receiving approval of the administration; in that case, they shall not have access to the other transfer provisions of Section C. Probationary teachers are not eligible for an exchange unless they have not been denied tenure/tenure rights by the Board of Education for the following school year prior to April 30th of the current school year.
3. When a probationary teacher signs a contract for a part-time position, s/he will have no rights to a full time position for the duration of that school year. For the subsequent year, s/he has a right to an available full time position over someone who has less seniority or a new hire. If a full time position for which s/he is certified and qualified is not vacant, the District must lay-off a less senior person and/or invoke involuntary transfer in order to create a position for the part-time person who wants a full time position. The administration will notify the teacher of this right by certified mail

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section C Transfer (continued)

prior to June 30 and the teacher will have five (5) days from receipt of the letter to respond. The position in which the teacher is placed will be at the discretion of the administration.

4. Nurses

If changes in assignment are made during the year, the involved parties shall discuss the need for change and ramifications thereof prior to its implementation.

Section D Unrequested Transfer

It is recognized that it may become necessary for teachers to be transferred in the best interest of the District, including, but not limited to, changes in enrollment, etc. However, when such involuntary transfers take place, the teacher who must be transferred will be the teacher with the least seniority. When assignments in a building are being made, the teachers with the least seniority not certified or meeting North Central Accreditation Standards for an assignment in the building, will be transferred and/or declared surplus.

Secondary principals, in the development of teacher schedules, will strive to retain the most senior current staff.

Also, when transfer procedures under Section C above have been exhausted and lay off is imminent, in order to insure that the most senior teachers in the District are retained, the Board shall have the discretion to implement unrequested transfers without regard to seniority. It is the intention of the Board to make every effort to exercise its discretion herein to retain current staff. Current staff means all staff employed as of the last day of school and staff on the layoff list. When the Human Resources Department notifies the WEA that the faculty for the year is established, there shall be a ten (10) work-day period for review of the placements. In the event that it can be shown that a more senior teacher could be assigned, such assignment shall be made with retroactive pay to the beginning of the year. No review requests will be accepted after the completion of the ten (10) day review period.

In the case of elementary school closings, the regular classroom staffs of the closed and the receiving buildings will be merged. Following the merger, excess staff, if any, will be transferred according to the preceding paragraph. In the case of more than one receiving school, teachers of the closed school may select their receiving school on the basis of seniority. The process of merging staffs will be completed prior to June 1.

Teachers declared surplus from any Schedule C position will be placed in a candidate pool by category. Examples of categories would be: Teacher Consultant, Counselor, Gifted Specialists, Math Magnet, Science Magnet, Gifted Magnet, Performing Arts Magnet, Language Arts Specialists and Public Relations Specialist, et al. Teachers will stay in the candidate pool for two years from the date of surplus. When a Schedule C vacancy is posted, the District selection is limited to teachers currently assigned in the category and pool candidates. Teachers who voluntarily leave a Schedule C position are not eligible for placement in the candidate pool. Eligible teachers need not be selected in seniority order. Should no eligible teacher apply for a posted position the Board may select another candidate.

Section E Extra-Curricular Postings

Employees shall be notified of all Schedule B, C, D and E openings, excluding curriculum workshops, music programs, hearing impaired, emotionally impaired, learning disabled, Cognitively Impaired, Early Childhood Developmentally Delayed and vision impaired. All postings must be made in hard copy on staff bulletin boards; email postings alone will not satisfy this posting requirement. Those teachers qualified for the openings and interested may apply for an interview. The five (5) most qualified and the three (3) most senior teachers will be interviewed by the appropriate supervisor listed on the notification.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)

Section F Seniority

Seniority is defined as an employee's total length of service as an employee of the District in a contractual position. If an employee resigns and subsequently returns to the District, the time not employed shall be subtracted from the length of service. It is mutually understood that the above definition includes administrators. Newly hired administrators in the District as of August 1, 1986 who are not former bargaining unit members will not accrue seniority in the bargaining unit.

Beginning with the 1984-85 school year, the District will pay the WEA for each administrator who is transferred or transfers into the bargaining unit. The amount of payment will be the yearly dues (WEA/MEA/NEA) for each year the administrator has accrued seniority in the bargaining unit while an administrator. The District will make payment once for the years an administrator has acquired seniority outside the bargaining unit. Should an administrator be transferred a second time into the bargaining unit, the District will only be liable for the period between the two transfers.

Commencing with the 1976-77 school year, seniority shall be prorated for part-time teachers for the extent of their work schedule, with no prejudice toward previously accumulated and credited seniority.

The School District shall provide the Association with an updated, District and building seniority list, including tie-breakers, in December and June of each year, commencing June 1, 1977.

Time on leave shall not count in the computation of seniority with the following exceptions:

1. Time on military leave.
2. Time on sick leave and the first one hundred twenty (120) work days under Long-Term Disability (LTD) coverage. Thereafter, while on LTD, the teacher's seniority accumulation will be frozen.

Further, if an employee resigns while on leave or at the end of a leave, and subsequently returns to the District, the time of the leave shall also be subtracted from the length of service.

Ties in seniority shall be broken as follows:

1. First day worked in the most recent period of employment.
2. Date the most recent individual contract was signed.
3. Total index points at time the tie must be broken.
4. Undergraduate grade point average carried to two decimal places.
5. Undergraduate grade point average carried to as many decimal places as necessary to break the tie.

Section G Job Sharing

A. Definition

1. Job sharing shall refer to two (2) bargaining unit members voluntarily sharing one (1) full time position with each position in the elementary being at least .5 of a position and each position in the secondary being at least .4 of a position. No more than ten (10) full time positions in any year will be job sharing positions. Only teachers with two or more years of service in Warren Consolidated Schools shall be eligible for job sharing. Each person shall be limited to no more than four (4) years of job sharing, either consecutively or intermittently.
2. Job sharing shall not occur if pairing results in the involuntary layoff or involuntary transfer of a full time teacher. Also it will not occur if it prevents the recall of a laid off teacher. Further a job sharing assignment will not protect a teacher from involuntary transfer or surplus.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section G Job Sharing (continued)

B. Application

1. Teachers applying for job sharing positions must submit a plan in writing to the Human Resources Department by March 15 for the succeeding school year. The application shall include the specific work schedule for each job sharer including responsibilities for inservice during the work day and half days without students, recess duty, preparation time, supervision, parent-teacher conferences, after school activities, and building faculty meetings. Administration will make every effort to equalize the preparation time. Each job sharer will attend all parent-teacher conferences and open houses. They will attend one-half (1/2) of the remaining four after school activities, one-half (1/2) of the after school building faculty meetings, and one-half (1/2) of inservices scheduled during the work day. However, if the state law requires that every teacher must attend the bargained amount of professional development to satisfy the thirty-eight (38) hour requirement of teachers, then both teachers must attend this professional development.
2. The Human Resources Department will inform the applicants in writing by April 15 of the preceding school year if the plan is accepted or rejected. If rejected the reasons will be stated in writing. Applicants will be allowed to submit a second plan by April 30. The Human Resources Department's final decision will be stated in writing to the applicants by May 5. The decision of the Human Resources Department is final and not subject to the grievance procedure.
3. Once the plan is approved, the teachers may not deviate from it unless by mutual consent of the teachers and Human Resources Department.

C. Length of Assignment

1. Job sharing assignments are for one year only. The teachers must apply for the succeeding school year.
2. Job sharing teachers must commit to the entire year in the program. If either teacher terminates employment or takes a non-compensable leave of absence for the remainder of the year, the other teacher shall assume automatically full time status in the position being shared for the remainder of that school year. The District may waive this provision.
3. Job sharing teachers must notify the administration by March 15 that they want a full time position the following year. If they have enough district wide seniority, they will be assigned in the building in which they job shared. If not, they will be surplus and placed according to Article IX, Section C.

D. Seniority and Salary Step

1. Job sharing teachers shall accrue seniority and salary step experience prorated for the amount of time worked.

E. Compensation and Fringe Benefits

1. Compensation will be determined by each teacher's Schedule A salary prorated for the amount of time worked.
2. Health, Dental, Vision and Group Life insurance shall be prorated according to Article XIII, Section C, 4, 5, 6.
3. Sick and personal leave shall be granted on a prorated basis.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and that discipline problems are less likely to occur in classes which are proper size. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will initiate action within forty-eight (48) hours to assist the teacher with respect to such pupil(s).

The Board recognizes that the regular education teacher's responsibility for Special Education students is limited to that contained in State and Federal Laws, Rules and Regulations. Whenever a Special Education referral is made for a pupil, the referral form will be processed by the principal no later than ten (10) days after receiving the referral form from the teachers.

Section B

It is recognized that discipline problems are less likely to occur in classes which are properly structured, well taught, where a high level of student interest exists, and where communication is maintained among teachers, parents and supportive staff.

Section C

Teachers shall administer student discipline in accord with Board policy and the appropriate State statutes. The use of corporal punishment by teachers is prohibited. Building administration will review the corporal punishment statute, policy and alternative methods of discipline at the initial staff meeting each year. Further, if a teacher is hired after the first day of the school year, the administration will inform the teacher of the corporal punishment statute, policy and alternative methods of discipline.

Section D

A teacher may exclude any pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal with knowledge of the exclusion and, as promptly as possible, full written particulars of the incident.

The affected pupil will be readmitted to the classroom only upon written authorization of the principal, or when requested, by written guidelines from the principal for the future handling of this case. Student discipline will be implemented on the basis of "just cause," "due process," and "The Student Code of Conduct." Repeated instances of gross misbehavior or any verbal or physical attack upon a teacher will be just cause for permanent exclusion from class in the case of the former and from school in the latter.

Section E

Individual records will be maintained on student discipline and parental contacts both by the teacher and the administrator and will be mutually available as an aid in future determinations.

Section F

Any case of assault or legal action upon a teacher while acting within the scope of his/her duties shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

Section G

Time lost by a teacher in connection with any incident noted in the above sections will be handled as follows:

- A. Time for appearances before a judicial body or legal authority shall result in no loss of wages.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)
Section G (continued)

- B. In case of disability, the Board will provide full salary less disability benefits received from Workers' Compensation for time lost as a result of injury, until such time as the injured teacher has recovered sufficiently to return to work or becomes eligible for long-term disability, whichever occurs first.
- C. If a teacher is adjudged guilty by a court of competent jurisdiction under this Article of the Agreement, the Board will be relieved of any further fiscal liability.

Section H

1. No formal disciplinary action shall be taken against a teacher on the basis of a complaint by a parent or a student, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing which includes the names of the parent(s) and/or student(s) who have made the complaints. Teachers will have an opportunity to meet with parent(s) and/or student(s) who have made the complaint, and in the case of students only with the parent's permission. At the teacher's request, an Association representative will be present. Further, when allegations are made against a teacher and/or the district is going to conduct an investigation, the teacher and the Association will be notified within forty-eight (48) hours and before the investigation is conducted unless the circumstances make prior notification impossible.
2. A copy of formal charges filed against a teacher under any policy will be provided to the teacher and the Association within five (5) days after they are filed.
3. Anonymous letters sent to the administration will be given to the teacher referred to in the letter or destroyed. No copies of the letter will be placed in any file.

Section I

No teacher shall be required to assume an administrative role in the absence of the administrator.

Section J

The Board will advise the teacher and the Association when the District enrolls a medically fragile student who requires extraordinary care.

Teachers shall not be required, except in life-threatening situations, to perform medical procedures. The district shall provide protective equipment and Hepatitis B vaccinations to all teachers who are first aid providers or to teachers of students who have limited or no control of bodily functions or who have a history of biting.

No teacher shall be required to provide health services in a situation where it would cause the teacher to touch or view the genital area of a student of the opposite sex.

Students with acute infectious communicable diseases shall be excluded from school pursuant to State Department of Public Health/Macomb County Health Department guidelines.

The District, the Association and the affected teacher to whom the student is assigned will, on a case-by-case basis, meet to evaluate and determine what training, supplementary aides, and support personnel will be provided to the teacher. The Board will make the final decision regarding training, supplementary aides and support personnel provided pursuant to this provision.

Section K

Pursuant to the addition of Section 1249 to Act No. 451 of the Public Acts of 1976, or as hereafter amended, the parties agree to the following procedures where a teacher's assignment of a grade is challenged.

1. The names of a Review Panel shall be on file in the office of Student Services. The Review Panel shall consist of three teachers selected by the bargaining unit, one Board member, and the Superintendent or his/her designee. The Review Panel shall select a chairperson and inform the office of Student Services and the Association of its chairperson no later than September 10.
2. The District shall be responsible for publicizing to all bargaining unit members the membership of the Review Panel and the agreed to procedures each year.
3. The building principal, or his/her assistant principal as designated, shall be responsible for receiving and handling grade change requests, including informing the involved teachers and the affected pupil. No grade shall be changed if challenged more than thirty (30) days after said grade was issued to the student.
4. Should the principal desire a grade change, s/he shall inform the affected teacher in writing of reasons why s/he believes the grade should be changed. If the teacher agrees to the proposed grade change, the parent/student will be notified and the process concluded.
5. In the event the teacher does not concur in the grade change, the principal shall notify the chairperson of the Review Panel that there exists a dispute regarding assignment of grade, and request the committee to convene. It is expressly understood that no individual other than the principal and the affected teacher can demand the convening of the Review Panel.
6. The Review Panel will hold a hearing within fifteen (15) work days of the request and notify the principal and affected teachers of the place, date and time of the meeting.
7. All meetings of the Review Panel shall be held during the regularly scheduled school day. The administration shall be responsible for providing substitute teachers for Review Panel members and the affected teacher.
8. The Board of Review Panel shall meet as a committee of the whole and shall review the facts of the case, the principal's or his/her designee's rationale for the proposed grade change and the teacher's rationale for the assignment of the grade. The format of the meeting shall be informal, in that each side may present its position and submit documents in support of his/her position. However, no side shall be permitted to cross-examine the other participants or be represented by legal counsel. Review Panel members may direct questions to any of the participants at the meeting.
9. No grade initially assigned by a teacher shall be changed by the Review Panel unless a majority of the panel finds that the grade was motivated by malice, bad faith, or there is no reasonable basis for the grade under the established grading procedures of the District. The burden of proof shall be on the party requesting the change.
10. The Review Panel shall render a written decision according to the above standards, no later than seven (7) business days after the hearing. A copy of the decision shall be delivered by the principal to both the affected teacher and the pupil.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)
Section K (continued)

11. The principal shall place the teacher's appeal on the Board agenda if the teacher notifies the principal of the intent to appeal the Review Panel's decision within five (5) working days of the date s/he receives the decision.
12. All meetings of the Board of Education to consider a change of grade shall be held in closed session under the Open Meeting Act, Section 8.a. The Board shall adhere to the same standards set forth in paragraph 9.
13. All proceedings under this Article shall comply with the requirements of the Family Education Rights and Privacy Act of 1974, with regards to the confidentiality of student records.
14. In the event a Review Panel member comes before the panel as an involved teacher, pupil, parent, s/he shall be replaced by an alternate on the Review Board during the proceedings on the instant case only.
15. In the event a grade change is approved by the Review Board, the records of the student shall carry the notation that the grade was changed by the Review Board. Official transcripts shall not carry any notation of grade change.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS

Section A

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Section B

The length of the teacher's work day except for school nurses will be seven (7) hours and twenty-two (22) minutes during the 2008-2009 school year and seven (7) hours and twenty-four (24) minutes beginning with the 2009-2010 school year.

1. Elementary

a. Lunch Period

All elementary teachers including special service teachers, preprimary teachers, and World of Fours teachers assigned to a building on a given day shall receive a consecutive forty-five (45) minute duty free lunch period. No elementary teachers will be assigned supervisory lunchroom duty or lunch playground duty. However, the Board reserves the right to assign elementary physical education teachers to these two duties as needed during emergency situations.

Teachers not assigned may have lunch at the location of their choice, not to exceed forty-five (45) minutes.

b. Preparation Time

Grades K-5, including preprimary teachers, Developmental K and 1 and special services teachers but not World of Fours teachers: Weekly minimum of two hundred and five (205) minutes, including one (1) block of at least five (5) minutes per day.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)
Section B (continued)

One hundred and eighty (180) minutes of special services will be provided for grades K-5 including preprimary, Developmental K and 1, but not World of Fours teachers.

World of Fours teachers will receive thirty (30) minutes per day for four days a week. On the fifth (5th) day of the week when they do not have students, they will receive a minimum of ninety (90) minutes of preparation time. It is understood that on some of these days without students, the teachers may have more than ninety (90) minutes for preparation time. The remaining time in that day will be used for two home visits per family per year, team meetings, professional development, additional parent contacts, two parent teacher conferences per year, parent inservices, and purchasing supplies.

c. Recess

The recess is part of the instructional day. Classroom teachers may supervise their own students in appropriate activities relative to their group and program.

Recess shall not be longer than fifteen (15) minutes per day and may either be scheduled or unscheduled depending upon the professional judgment of the teacher providing that recess shall not exceed thirty (30) minutes in any one (1) day. The scheduling will be the teacher's responsibility.

d. In elementary schools, teachers may be assigned supervisory duties for the entering and exiting of students.

K-5 up to fifteen (15) minutes per day. No single block will exceed ten (10) minutes and the time shall not cause the teacher to work longer than the contractual length of the work day.

e. Special services teachers will have two hundred and five (205) minutes of prep time each week.

The elementary vocal music teacher will have one-half (1/2) day of released time, subject to approval of the principal, to prepare for each Christmas and Spring concert. It is understood that concerts are not mandatory.

The elementary P.E. teacher will have one (1) day of release time to set up and take down field day activities to be scheduled by the teacher. All meetings held to plan field day shall not be on any teacher's prep and all involved teachers shall receive release time to attend the meetings.

f. Special services teachers will be given one (1) prior work day in the building notice of schedule changes except in emergencies.

2. Middle School

Any secondary school language (formerly applying to Junior High School) applies to the Middle School, unless specific reference is made to Middle School in the Master Contract.

a. Teams and Special Education Co-Teachers

1. Teaming will be voluntary.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)
Section B (continued)

2. If the Special Education student is mainstreamed without the Special Education co-teacher, the regular education teacher grades the student. If the Special Education teacher is a co-teacher, then the student will be graded by mutual agreement of the two teachers but for auditing purposes the grade will be from the Special Education teacher.

b. Instructional and Supervisory Time

Five (5) hours and forty-seven (47) minutes (includes five (5) classes, homeroom*, passing time, and thirty (30) minutes of supervision in two (2) blocks, one at the beginning of the day and one at the end of the day. No single block will exceed twenty (20) minutes and the time shall not cause the teacher to work longer than the contractual length of the work day.

*Homeroom

Although the Board has Master Agreement authority to schedule a homeroom period in any secondary school, it agrees that in the unlikely event that a homeroom will be scheduled in the middle schools, such homeroom will not contain the aspects of an advisor/advisee program during the time of this Agreement. These aspects will be discussed with the Association when considerations for such is renewed.

c. Lunch Period

Thirty (30) consecutive minutes, duty free. Teachers supervising the lunch will supervise no more than the amount of time equal to one class period.

d. Preparation

Equal to one (1) class period of consecutive minutes.

3. High School

a. Instructional and Supervisory Time

Five (5) hours and forty-seven (47) minutes (Includes five (5) classes, homeroom and hall supervision.)

b. Lunch Period

Thirty (30) consecutive minutes, duty free.

c. Preparation

Equal to one class period of consecutive minutes.

4. Special Education

Supervisory - Instructional, lunch and preparation time shall be the same as regular education.

5. School Nurses

a. Nurses shall work a seven and one-half (7 1/2) hour day.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)

Section B (continued)

- b. The Director of Student Affairs establishes the nurses' daily schedules, including starting times, in conjunction with their building principals. Nurses will advise the affected school(s) when there are changes in schedules.
- c. Lunch Period - Forty-five (45) consecutive minutes, duty free, except in cases of emergency where the life or welfare of a child is in danger.
- d. Relief Time - A scheduled fifteen (15) minute relief time in the morning and in the afternoon -total thirty (30) minutes.

Section C

Provided the Administration is available in the school building, teachers will not be required to provide supervision for late arriving buses. In the event they are required to provide supervision, they will be compensated at the Schedule D curriculum workshop rate.

Section D

Each teacher shall fulfill these responsibilities but will not be required to assume abnormal obligations of time or service not contemplated by the terms and conditions of the Agreement. It is recognized that volunteer activities enhance the educational and/or social experience of students. A teacher's participation in voluntary activity will not create a continuing expectation of participation. It is recognized that volunteer activities are not a contractual responsibility of an individual teacher.

Section E

Temporary vacancies requiring coverage which are created by the school administration and absences about which the administration has received adequate notice, will be covered by substitutes in every case except where none can be obtained and the lack is beyond the control of the administration.

Temporary vacancies about which sufficient notice is not given or which may result in lightening the teaching load of other teachers, or where emergency conditions make the scheduling of a substitute impractical shall be covered by reassignment of the available staff on a rotating basis. However, schedules will be arranged so that additions to regular assignments will be avoided. A teacher who is assigned to cover a temporary vacancy created by lack of a substitute, including an elementary teacher who loses any portion of his/her preparation time due to a temporary reassignment of a special services teacher will be remunerated at the rate specified in Schedule D. Special services teachers will be paid Schedule D substitute rates for any portion of his/her preparation time lost due to a temporary reassignment that is not in the reassignment schedule. Media specialists, high school librarians, special needs advocates, consultants, counselors, psychologists, social workers, specialists, speech therapists, work study coordinators, occupational therapists, and other non-classroom teachers assigned to cover a temporary vacancy created by lack of a substitute will be remunerated at the rate specified in Schedule D.

Section F

Any or all classes taught by vocational/technical teacher-coordinators shall be given first priority for scheduling in consecutive sequence.

Section G

A teacher's professional responsibilities shall include attendance at no more than four (4) after-school activities and seven (7) building faculty meetings a year if necessary. The fourth required activity will be paid at Schedule D workshop rates. Faculty meeting topics cover only routine agenda items not inservice work and shall be limited to a maximum of seventy-five (75) minutes in length. Faculty meetings shall be held on Tuesdays and notice shall be given at least one (1) week in advance. Evening Parent-Teacher conferences shall be counted as one of the after

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)
Section G (continued)

school activities for each evening conference. Where there is an open house, that shall be counted as an after school activity for all teachers. If teachers are asked to volunteer for additional activities, they will be paid Schedule D workshop rates. World of Fours teachers can not count evening home visits as after school activities or be compensated for evening home visits. Teachers will sign up using the same system as in paragraph three below.

Special Education itinerant staff are subject to this provision although the specific nature of the professional activity may differ and assignment shall be made through the Special Education Department and/or be building based. The Special Education Director or Supervisor will coordinate the schedules between buildings and the Special Education Department.

Each building principal will draft a list of after school activities and the number of teachers required to attend each activity. Teachers shall sign up for one activity on the basis of seniority, with the most senior signing first. Following this, each teacher shall sign up for a second activity on the same seniority basis. This process will continue until each teacher has signed up for attendance at the required number of activities. This sign-up procedure will also be used for any additional voluntary activities.

Secondary dances shall be excluded from the list of after school activities. Principals will solicit volunteers at Schedule D workshop rate; if there are insufficient volunteers, then the principal may return to the seniority sign-up system except for those who have satisfied the four (4) activities responsibility. Those who are assigned to dances non-voluntarily will receive both credit for an activity and be paid workshop rates.

In lieu of the above provision, nurses are expected to volunteer to perform certain other related after-school responsibilities emanating from the nature of their job.

The after-school assignment will be those that are not currently paid through either Schedules B, C, D or athletic funds.

Section H

The school calendar shall be set forth as in Schedule G.

Section I

Any meeting called for the purpose of discussing a pupil's Individualized Educational Planning or Programming, currently being referred to as an IEPC, IEP, Child Study, Section 504, and Intervention meetings, in which the pupil's teacher(s) attendance is required, the teacher(s) shall be released from his/her class assignment through the use of a substitute for that portion of the meeting in which s/he or the student is directly involved. Should these meetings take place during prep time, the district shall compensate the teacher at Schedule D rates for all meetings after the second instance of the loss of prep time. Teachers shall be compensated for any meeting taking place before or after school at Schedule D rates. These meetings shall not take place during professional development time or records time, including examination records time in the high schools.

Section J

Michigan Literacy Progress Profile (MLPP) assessing is designed to assist teacher instruction by providing ongoing monitoring of student progress. To this end, Kindergarten-Third Grade teachers are to do no more than one assessment each month.

ALL K-3 teachers shall be provided release time for assessment of students, data collection, conferencing and analysis. Per the assessment schedule, Class Composites will be completed two (2) times each school year, due November 15 and June 10 annually.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)
Section J (continued)

The following days shall be provided by the District for, but not limited to, testing, data collection, data analysis and literacy conferencing with the building administrator:

Kindergarten (Full day, Half-day and Developmental) - One full day in each of the following months (per section): September, October, April and May.

st
1 Grade - One full day in each of the following months: September, October, April and May.

nd
2 Grade - One full day in each of the following months: September, October, April and May.

rd
3 Grade - One full day in each of the following months: September, October, April and May.

The full day schedule may be broken into half days at the teacher's and administrator's discretion.

ARTICLE XII CLASS SIZE

Section 1

A minimum District-wide allocation ratio for teaching personnel of 44 teachers per thousand students shall be in effect during the life of this Agreement. (This ratio assumes a secondary six period day.)

Section 2

The following group ratios shall be in effect:

- Elementary Classroom Teachers - 33 teachers per thousand students.
- Secondary Classroom Teachers - 39.25 teachers per thousand students.
(This ratio assumes a secondary six period day.)
- Elementary Special Services - 2.0 teachers per thousand students.
- Secondary Counselors - 2.5 counselors per thousand students.
- Special Education Personnel - 2.3 per thousand students.
- Media Specialists -
 - High Schools - 1 Media Specialist per school.
 - Middle Schools - 1 Media Specialist per school.
 - Elementary Schools - 1 Media Specialist per school.

Section 3 Class Size Maximums

<u>ELEMENTARY GRADES</u>	<u>MAXIMUM</u>
*World of Fours	18
Kindergarten	24
Developmental Kindergarten	15
Developmental 1st Grade	15
Grade 1	24
Grade 2	24
Grade 3	27
Grade 4	27
Grade 5	29

Classes containing students from more than one (1) grade level shall be considered a split class. Split classes will have a maximum three (3) lower than the lower grade level maximum unless a second teacher is assigned to the class.

*If the class size for World of Fours is 16, there also must be a paraprofessional

ARTICLE XII CLASS SIZE (Continued)
Section 3 Class Size Maximums (continued)

in the classroom. If the class size for World of Fours exceeds 16, there must be a paraprofessional and caregiver in the classroom. The class size cannot exceed 18; therefore, no overage will be allowed as mandated by the Michigan School Readiness Program Grant guidelines.

<u>MIDDLE SCHOOL</u>	<u>MAXIMUM</u>
Grades 6-8 (except Band, Gym, and Music)	31
Basic (classes that are determined as Basic by the teacher with principal approval)	25
Science laboratory classes (8th Grade Physical Sciences)	2 students per station not to exceed 31 students
Gym, Locker Room	48, with a maximum of 100 students per period per school beginning in the 2009-2010 school year
Counselors	360-400

<u>HIGH SCHOOL</u>	<u>MAXIMUM</u>
Grades 9-12 (except for Band, Gym, & Music)	31
Basic (All classes labeled Basic; Exploring; Investigative; Essential; Integrated; Pre-Algebra; Business Mathematics or any class designated At Risk)	25
Science Laboratory Classes, (9A, 9B, Exploring Biology, Biology I, Biology II, Biology III, Honors Biology, AP Biology, Chemistry I, Chemistry II, Honors Chemistry, AP Chemistry, Physics, AP Physics, Investigative Sciences: Astronomy, Forensics, Science in Media; etc.	Equal to number of lab stations not to exceed 31 students
Foods 1, 2, 3	5 students per kitchen station not to exceed 30 students
English	29
Nurse's Aide	28
Alternative Education	23
Gym, Pool, Locker Room	48
Secondary Counselors	360-400

English Language Learners Level I and II classes will be held to the same class size maximums as basic or at risk classes.

Section 4 Special Education and World of Fours

All special education classes will be as mandated by state and federal law. World of Fours classes will be as mandated by the Michigan School Readiness Program Grant guidelines.

Section 5

In the elementary, the administration shall have twenty (20) days at the beginning of the year to make adjustments, and semesters do not apply. In the secondary at the beginning of each semester, the administration shall have twenty (20) days to make adjustments. In ten or thirteen week classes, the administration will have ten (10)

ARTICLE XII CLASS SIZE (Continued)
Section 5 (continued)

days at the beginning of each quarter to make adjustments. Then, in cases where the maximums are exceeded, except in the cases of teacher consultants, school social workers, speech/language therapists, and school psychologists, administration will take prompt action to provide one of the solutions listed below:

- A. Open a new section
- B. Close enrollment
- C. Redistribute students
- D. Elementary (including special education), pay a daily rate stipend of \$4.50 per student over effective the first date that the student entered the class irrespective of semesters. Elementary specials will be paid a daily stipend of \$0.40 per student per contact for their overages.
- E. Secondary (including special education), pay semester stipend of \$160.00 per student over irrespective of date that student entered the class.
 - 1. In ten (10) week classes, the stipend will be 50% of the semester stipend.
 - 2. When a teacher has three thirteen week classes that meet on odd/even days, s/he will be paid for the two classes with the highest overage.
 - 3. When a teacher has classes that meet on odd/even days each semester, s/he will be paid each semester for the one class with the highest overages.
 - 4. If two regular education teachers are in a classroom with regular education students, there will be no class size overage payment. However, the teachers will decide to whom the special education overage will be paid over six (6).
 - 5. If there are two physical education teachers in a classroom, they will be paid for special education overages over 10. The teachers will decide to whom the stipend is paid.
 - 6. In classes with double hour sessions where there is an aide, the teacher will be paid for one hour session. If there is not an aide, the teacher will be paid for two hour sessions if the enrollment exceeds 22 students.
- F. Employ an aide.

The teacher must submit the Overage Payment Form for class size and/or special education overage in Section 6 to the principal by June 1st of each year to receive payment. The teacher will receive the overage payment by June 30th. Should the qualifying day for the overage take place after May 20th, the overage payment form shall be submitted by the teacher to the principal by the end of the teacher's last day and will be paid to the teacher by July 15th.

The options will not apply to Developmental Kindergarten. In these classes, a three-hour aide will be hired when the maximum is exceeded. A full-time aide will be hired when the combined count in A.M. and P.M. exceeds 30.

In the case of a counseling overage, when the Administration does not take action by adding another counselor within twenty (20) days or redistributing students, the counselor will be paid a stipend of 8% of the teacher overage pay per student.

Section 6

At both the elementary and secondary levels each Special Education student assigned to a regular class shall be counted as one (1) for enrollment.

In the elementary any teacher who has enrolled in his/her class more than three (3) students from a Categorical or Resource Room will be paid a daily stipend of \$4.50 for each student in excess of three effective the first date that the student entered the class.

ARTICLE XII CLASS SIZE (Continued)
Section 6 (continued)

In grades 6-12 teachers who have enrolled in any class more than three (3) students from a Categorical or Resource Room will receive a stipend of \$160.00 per semester per student in excess of three per class irrespective of the date that student(s) entered the class. Teachers of gym, pool and locker room will receive a stipend of \$160.00 per semester per student from a Categorical or Resource Room in excess of five (5) per class irrespective of the date that student(s) entered the class.

If a Special Education co-teacher is in the regular education classroom with the Resource or Categorical students assigned to him/her, there will be no stipend payment to the regular education teacher for those students. Conversely, if the special education co-teacher is not in the regular education classroom with the special education students assigned to him/her, there will be a stipend payment to the regular education teacher for those students as stated above.

In the elementary English Language Learner magnet center(s), if there are four (4) or more bilingual students in a class, the teacher will receive a three-hour aide.

Section 7
The Board will make every effort to distribute Special Education and English Language Learner students equally among classroom teachers.

ARTICLE XIII COMPENSATION

Section A
Annual salaries shall be computed according to Schedules A, B, and C, attached hereto, which are incorporated in and made a part of this Agreement.

Section B
Hourly rates to be paid for a teacher's service in Summer School, Workshops, Music, substituting during preparation time, or Driver Education shall be as in Schedule D, attached hereto. These wages shall be paid bi-weekly and, at the time of payment, the Board shall be no more than one (1) week in arrears.

Section C
1. The Board shall purchase the three following coverages for each full-time teacher:
a. Health Insurance: In the 2005-06 open enrollment period, teachers may elect one (1) of the following health insurance coverages. However, after the close of the 2005-06 open enrollment period, a teacher, including future new hires, may not choose the traditional BC/BS MVF-II plan with full riders. For subsequent years, the only teachers who can choose that plan are those who chose it by the close of the 2005-2006 open enrollment period.
1) The Board at its option may provide either BCBSM MVF-II with full riders (including FAE-RC, PSA, RPS) or, MESSA Super-Med I, including organ transplant rider. The mental health coverage for in-patient and out-patient coverage shall be equal to the current medical benefit. A ten dollar (\$10.00) co-payment for generic drugs and twenty dollar (\$20.00) co-payment for brand drugs Preferred Rx Prescription plan will be provided. The Board will provide coverage for Human Papillomavirus (HPV) vaccination. The Board will provide coverage for contraceptives both oral and devices. Teachers who elect this health insurance plan in 2006-07 will pay a monthly fee of \$97.00 for twelve months in equal installments.

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

- 2) The BC/BSM PPO Plan Option I with CBPCM Rider as provided in 2004-05 with both contraceptive coverages. The mental health coverage for in-patient and out-patient coverage shall be equal to the current medical benefit. A ten dollar (\$10.00) co-payment for generic and twenty dollar (\$20.00) co-payment for brand name drugs Preferred RX Prescription Plan will be provided. The Board will provide coverage for Human Papillomavirus (HPV) vaccination.
- 3) Health Alliance Plan (HAP). A ten dollar (\$10.00) co-payment for generic and twenty dollar (\$20.00) co-payment for brand name drugs Preferred RX Prescription Plan will be provided. The Board will provide coverage for Human Papillomavirus (HPV) vaccination.

Each teacher not enrolled in health care (Blue Cross-Blue Shield or H.M.O.) will receive a \$150.00 monthly stipend, payable over twelve (12) months, and subject to federal tax law amendments.

During the month of October of each year that this Plan is in effect, either side may notify the other side that they no longer wish to continue the Health Insurance Incentive Plan outlined above. If this happens, the program will become null and void effective the following November 1st.

If any health insurance carrier becomes unavailable, the parties will mutually agree to a new carrier.

There will be an open enrollment period during the last three (3) weeks in September each year for employees to change their insurance options and sign up for flexible spending accounts. However, if the employee has a change of status, he/she may change options upon notification to Employee Benefits.

- b. Dental Insurance - 85-85-85 Plan - Maximum annual benefit of \$1,500 applies to each teacher and their enrolled dependents. Orthodontic lifetime maximum of \$1,700. Orthodontics to age 19 for dependents with no age limit for the teacher. Annual Oral Cancer Screening for each teacher and their enrolled dependents over age eighteen (18) shall be covered. All other provisions shall remain the same.
 - c. Vision Care - MESSA Vision II equivalent as currently provided through NGS. Hard, soft, gas permeable, extended wear, single vision, bi-focal vision or disposable contact lenses will be paid at 100% of reasonable and customary up to \$100 for each lens per year or at 100% of the reasonable and customary allowance if contact lenses are the only means available to restore the visual acuity of the better eye to 20/70 or better.
2. The Board shall also purchase the following coverages for each full-time teacher:
- a. Long-term disability coverage for the teacher commencing after a six (6) month period of total disability and continuing during such total disability to age 70, or retirement, whichever comes first. The benefit shall be 60% of the teacher's salary to a monthly maximum benefit of \$8,000.
 - b. Group Life Insurance and Accidental Means Death and Dismemberment Insurance, each equal to one and one half (1 1/2) times the teacher's Schedule A annual salary to the nearest \$1,000. Members of the bargaining unit can elect to take a maximum of \$50,000 of this benefit. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of,

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

or by reason of, action taken by the Board for the purpose of complying with this provision.

- c. The Board will contribute 1.00% of the teacher's Schedule A salary (including Schedule A pay for any extra periods taught) to the teacher's 403(b) or 457(b) plan whichever the teacher chooses for the 2008-2009 school year, and 1.00% for the 2009-10 school year. These contributions will expire at the end of this agreement unless bargained into successor agreements. The Association and Board will agree to name, and determine the number of carriers for both the 403 (b) and the 457(b) plans, and determine the Third Party Administrator (TPA) for the district's tax sheltered deferred retirement plan. If a teacher has not directed the District where to send his/her paid contribution to a 403(b) or 457(b) by June 30 of that school year, those monies for that year will revert back to the District.

The Board agrees that any such TPA services as may be required to administer 403(b) products shall be at no cost to the teacher.

The Board and the Association further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that:

1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2008.
2. The plan document shall allow teachers the ability to make changes in his/her investment portfolio at no cost to the teacher.
3. Additionally, the plan document shall allow for:
 - a. Employer contributions, as mutually agreed upon herein.
 - b. Roth IRA contributions.
 - c. "Catch up" contributions as defined by the IRS.
 - d. Emergency or hardship withdrawals under restrictions agreed upon by the parties and included within the plan.
 - e. The ability of a teacher to request and receive a loan as appropriate under 403(b) regulations.
 - f. Acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e. "rollover").
 - g. Planned withdrawals.
 - h. An open enrollment period each year that allows participating teachers the ability to make changes in their status within the plan.
 - i. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for that purpose.
 - j. Regular communication, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration, should be included.
 - k. All teachers are eligible to participate in the plan.
3. If a full-time teacher is absent from work and totally disabled, because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, his/her long-term disability coverage, and his/her group life insurance for six (6) months from the date when his/her long-term disability benefits take effect. Such

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverage.

4. Teachers who work a part-time schedule shall receive a prorated annual salary and shall also receive prorated Health Care Insurance, Dental Care Program, Vision Care, and supplementary group life insurance contributions. For example, a teacher scheduled to work 1/5 of a regular week shall receive from the Board 1/5 of the monthly premium for Health Care Insurance and shall also receive 1/5 proration of the supplementary group life insurance and 1/5 of the Dental Care Program; a teacher scheduled to 2/5 time shall receive a 2/5 proration; 1/2 time receives a 1/2 time proration; 3/5 time receives a 3/5 proration and 4/5 time receives a 4/5 proration.
5. If a part-time teacher is absent from work and totally disabled because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, and his/her prorated group life insurance for six (6) months from the date when his/her long-term disability benefits take effect. The teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverages.
6. If a full-time or part-time teacher takes a leave of absence for reasons other than total disability due to accident or prolonged illness, all coverages provided under 1., 2., or 3., above shall terminate at the end of the month in which they last work, except that teachers whose leaves commence as of July 1 but who change their minds and are approved for early return from leave as of the first day of the school year, shall be reimbursed for any health insurance premium they paid on their own for July and August. Further, teachers whose leaves commence July 1 and who have been on the payroll from the first day of the school year shall have all their insurance coverage paid through August 31. The latter provision shall also apply to teachers who resign at the end of the school year after having been on the payroll from the first day of the school year.
7. The Board of Education shall have the right to select insurance carriers for dental, vision, LTD, and life insurance coverage.
8. All teachers who retire from the Warren Consolidated Schools with at least ten (10) years of service and are eligible for a retirement from the Michigan Public Schools Employees Retirement System are eligible for the following benefits:
 - a. \$5,000 Group Life (Accidental Death and Dismemberment will be discontinued) continued to age sixty-five (65). The retiree may convert coverage to an individual policy at the retiree's expense.
 - b. Blue Cross-Blue Shield. The retiree will enroll immediately upon retirement in the State Retirement System Blue Cross-Blue Shield if health care coverage is needed. The Board will reimburse the retiree for his/her contribution to the Public School Employees Retirement System Health Care Plan for the retiree, spouse, dependent children, and/or sponsored dependent coverage. If the retiree does not enroll immediately upon retirement in the State Retirement System Blue-Cross/Blue Shield, and enrolls at a later date, he/she will be required to provide proof that medical premiums are being withheld from his/her pension benefit at the time they wish reimbursement to begin. Additionally, the retiree may be required to provide annual proof of continued eligibility. The district will then reimburse for that amount.

ARTICLE XIII COMPENSATION (Continued)

Section D Automobile Allowance

Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the IRS allowance rate.

An interior maintenance allowance of fifty dollars (\$50.00) shall be made to each nurse (per year) who uses her personal car for nursing services.

Section E Payroll Procedures

1. Payroll checks will be direct deposited to the teacher's designated financial institution. Bi-weekly payroll information will be available on-line for employee viewing. Teachers will be paid on regularly scheduled pay dates.
2. Contractual salaries will be divided by twenty-one (21) to determine the gross bi-weekly amount except for those teachers who request a division by twenty-six (26) on appropriate forms furnished by the Administration. In years where there are twenty-seven (27) paydays, the option for twenty-six (26) divisions shall be converted to twenty-seven (27) divisions.
3. Teachers will be paid a bi-weekly paycheck, the first scheduled payday after teachers report to work. Following that, regular bi-weekly checks will be issued every two (2) weeks, except for holiday variants noted in Section E., 4., below. For teachers choosing twenty-one (21) divisions or twenty-one (21) divisions with a lump payout option, any balance in the Board's contractual salary commitment to a teacher will be paid on the teacher's last scheduled working day.
4. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to the recess. This shall not apply to the February Winter Break.
5. Authorization for payroll deductions shall be available for:
 - a. Association Dues and voluntary political action contributions
 - b. U.S. Bonds
 - c. United Foundation
 - d. Additional MESSA coverages (if MESSA is the health carrier), Health, Accident and Life Insurance
 - e. Credit Union and/or direct deposit of net pay to any one financial institution of the employee's choice which is capable of receiving electronic transfer.
 - f. Tax-deferred annuities. The District will transfer annuities to companies within one (1) week of the date upon which the deduction from pay is made.
 - g. Purchase of retirement service credit with pre-tax dollars pursuant to MPSERS and IRS regulations.
6. The Board shall provide each eligible teacher with the option of forgoing a portion of his or her gross compensation to the maximum amount allowed under the law, and having the amount of the forgone compensation credited to a "flexible spending account" maintained as part of the plan. The plan amendment shall provide that each eligible teacher that participates in the plan will be reimbursed for his or her uninsured medical and/or dependent care expenses from and to the extent of his or her respective flexible spending account. The flexible spending arrangement described in this section and to form part of the plan shall be subject to all limitations, rules and regulations prescribed by Sections 105, 125 and 129 of the Internal Revenue code, and shall be subject to eligibility requirements, contribution limitations and other requirements and limitations established by the Board. The Board shall contribute two hundred dollars (\$200.00) in the 2008-2009 school year and beginning in the 2009-2010 school year shall contribute two hundred thirty dollars (\$230.00) annually to each teacher's flexible spending account. The

ARTICLE XIII COMPENSATION (Continued)

Section E (continued)

company shall provide teachers with the option of having up to two (2) debit cards (one for the teacher and one for his/her spouse) free of charge for use with the flexible spending account. The company used to administer the flexible spending account shall be mutually agreed to by the association and the district.

7. Payroll adjustments will be based upon the number of teachers' working days in the school calendar.
8. Retroactive pay adjustments for increased Schedule A assignments will be paid in a lump sum with the balance divided by the remaining number of scheduled pays for the school year.

Section F

On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on a major Detroit radio or TV station, then the following provisions for teachers' pay will prevail:

1. If the announcement states that schools are closed, teachers are not to report and will receive full pay.
2. If the announcement states that schools are closed and teachers are to report, then teachers must report. However, if a teacher is unable to report, s/he shall be paid for such absence and his/her absence charged against unused personal leave days.

ARTICLE XIV COMPENSABLE LEAVE

Section A

Accumulated sick days available as of June 30, 1969, less sick days used between September 1, 1969 and June 15, 1970 in excess of current year's (1969-70) allocation, shall be frozen. These accumulated days shall be paid off at a rate equal to 50% of the salary in effect at the time of retirement from the Warren Consolidated Schools under the Michigan Public Employees Retirement Act or at death of the employee, whichever occurs first, to a maximum of 200 days.

Accumulated sick days available as of September 1, 1974 for nurses shall be frozen.

Section B

The parties recognize that the use of leave days shall be exercised prudently and in good faith for personal illness, family illness, family care, religious holiday and bereavement. In the case of questionable or excessive absences, medical verification may be required.

Each tenure teacher shall have twelve (12) days placed at his/her disposal at the beginning of each school year. Two (2) of these days may be used for personal business as provided for in Section D of this Article. Tenure teachers who are on non-compensable leave shall have a proration of their twelve (12) day allotment placed at their disposal upon their return to work. These days may be used by each tenure teacher for personal illness, family illness, family care, religious holiday and bereavement. A maximum of five (5) of these days may be used for family care. Family care cannot be used at the start of the school year, school year ending, or the day prior to or the first day following holidays and recesses.

At the beginning of each year, third session teachers at 1.4 full time equivalent will be allotted 1.5 times sick and personal days of a 1.0 full time equivalent. When they are absent, they are charged .5 for each session. At the end of the year, the remaining balance is divided by 1.5.

ARTICLE XIV COMPENSABLE LEAVE (Continued)
Section B (continued)

In addition to the above, bargaining unit members shall be entitled to three (3) days of bereavement per occurrence up to a maximum of two (2) occurrences per year for a member of the immediate family. Immediate family shall be defined as: Parents, Children, Grandparents, Spouse, Brother, Sister, Mother and Father-in-law. If the bargaining unit member resided with Step-Children or Step-Parents, they shall be considered as members of the immediate family.

Any unused days from a tenure teacher's yearly allotment including those days allocated but not used during the 1981-82 school year, but not including bereavement days, may accumulate for use in succeeding years up to a total of forty-five (45) days. Any days accumulated over the allotted 45 days shall be deposited to the District Central Bank with the School District matching each day at a one-to-three (1:3) ratio (one matched administration day for every three cumulatively contributed teacher days). The matching of days shall only take place should the DCB start the year with less than two thousand (2,000) days, with this count taking place prior to the deposit of the teacher days in excess of forty-five (45) per teacher and the possible two (2) day contribution by each tenured teacher. The current year's allotment shall be included in the forty-five (45) day total.

All accumulated days not used by teachers upon termination, resignation, or retirement shall be placed in the DCB described in Section C of this article. If the employee has used more than the earned pro-rated number of sick/personal business days at the time of severance from the school district, the overdraft will be removed from the teacher's accumulation. If insufficient accumulation exists, the overdraft will be removed from the teacher's frozen days. If insufficient frozen days exist, the teacher's pay will be adjusted a commensurate amount. Similarly, any overdraft of sick leave allotment usage by the end of the school year will be docked.

Should a teacher deplete his/her current year's allotment and accumulated days described in this Section and not be eligible for the District Central Bank described in Section C, s/he may use the "frozen days" described in Section A, above.

Section C District Central Bank

A District Central Bank shall be in effect on the first day of the school year. The Bank shall be funded at the beginning of the year with the unused days from the previous year's DCB, additional unused days over the 45 accumulated days per teacher, and two days from each tenure teacher's including a probationary teacher who was granted WCS tenure rights in a non-certified teacher position but has transferred to a certified teacher position (such as a nurse, social worker, school psychologist, occupational therapist, etc.) personal accumulation allotment. The two (2) day contribution at the beginning of the year made by the teacher will be taken from his/her previous year's balance, if applicable, with the School District matching each day at a one-to-three (1:3) ratio (one matched administration day for every three cumulatively contributed teacher days). The matching of days shall only take place should the DCB start the year with less than two thousand (2,000) days, with this count taking place prior to the deposit of the teacher days in excess of forty-five (45) per teacher and the possible two (2) day contribution by each tenured teacher. Probationary teachers do not have to make the two (2) day contribution to the bank. In any fiscal year when the DCB has more than twelve thousand (12,000) days, teachers will not be required to contribute to the Bank. Forty-five (45) days will be the maximum beginning balance.

The deadline for requesting DCB adjustments for the prior school year must occur by July 1.

Teachers who work less than the full school year shall have a proration of two (2) days from their yearly allocation placed in the District Central Bank at the disposal of the District's teachers.

ARTICLE XIV COMPENSABLE LEAVE (Continued)
Section C District Central Bank (continued)

The District Central Bank is intended to provide each tenure teacher with comprehensive protection from financial burdens imposed by long-term illness, accident or chronic, recurring illnesses and all disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery. A teacher who suffers a work related injury that occurs on the job, regardless of tenure status, will have access to the DCB. Use of the days from the District Central Bank shall be supervised by a joint Association/ Administration committee. Medical verification may at times be required for withdrawal of District Central Bank days.

In the event of an accident which would be considered a Workers' Compensation claim, absences of five (5) days or less will be charged to the District Central Bank.

Tenure teachers may use days from the District Central Bank prior to the depletion of their current year's allotment and accumulation described in Section B, if they fall victim to a long-term illness of five (5) or more consecutive work days, an accident or a chronic illness of a recurring nature and medical verification is provided.

The first two (2) days of a chronic illness or a long term illness shall be charged to the tenured teacher's own accumulated leave under Section B, above unless the teacher has already been admitted to the DCB that same year for the same illness. Third and fourth year probationary teachers will not be required to contribute these two (2) days.

Third and fourth year probationary teachers after an absence of fifteen (15) consecutive days shall have access to a maximum of sixty (60) days of paid leave from DCB. For a documented chronic illness, the days need not be consecutive.

The District Central Bank is not intended to compensate teachers for absences related to elective surgery which can be scheduled during recess periods, such as holiday periods or the summer months.

In any absence lasting forty-five (45) days or longer, the Administration may require the teacher to see a doctor other than his/her own to verify the need for the absence.

The teacher must select a doctor not associated with his/her own doctor. If the opinion of the doctor selected conflicts with the opinion of the teacher's doctor, the teacher will select a third doctor for examination and opinion. Both parties agree to abide by the opinion of the third doctor. The Board shall pay the costs of such examinations.

This procedure cannot be used to challenge a doctor's release to return to work. The Administration will accept a doctor's release to return to work if it is the same doctor who documented the illness. This language does not waive the District's or employee's right under the Americans with Disabilities Act (ADA).

A teacher who returns to work after an absence of five (5) months or longer must work 30 out of 40 consecutive work days in order to re-qualify for the District Central Bank unless s/he has an entirely unrelated illness or accident. Exceptions may be granted by the Superintendent. Should a teacher remain on the DCB for more than seven (7) consecutive months, the teacher shall be declared surplus from the building. The administration shall place the teacher into an available position upon return from the leave.

If during the life of this Agreement, the DCB should become depleted, an additional day may be taken from each tenure teacher's accumulation on an as needed basis as described in Section B. Such contribution shall be matched by the Board. Those teachers who have depleted their days will contribute an additional day the succeeding school year.

ARTICLE XIV COMPENSABLE LEAVE (Continued)
Section C Personal Business Days (continued)

Leave days, described in Sections B and C, are not intended for uses other than those specified in the named Sections.

Section D Personal Business Days

All full-time teachers are to get two (2) days per school year to be used for personal business at the discretion of the teacher.

Notification of the personal business will be in writing or by email to the immediate supervisor one (1) day in advance of the time needed. If there is an emergency making such notice impossible, the teacher shall notify the immediate supervisor as soon as s/he is aware of the situation making the leave necessary.

Personal business days cannot be used at the start of the school year, school year ending, or the day prior to or the first day following holidays and recesses.

However, if a teacher is absent on one of these days due to travel complications, upon presenting documentation the absent days will be charged to the teacher's personal business days. If s/he has no personal business days, it will be charged to sick day(s). If s/he has no sick day(s), it will be charged to the next year's allotment of personal business day(s). In this case, if the teacher resigns and does not return the following year, s/he will be docked pay for the days.

Section E Elementary Compensable Leave Days

Beginning in 1995-96, teachers employed in that school year including those on recall and leave of absence will receive two (2) additional compensable leave days per year as compensation for the twenty-five (25) minutes loss of preparation time in the elementary schools. These days may be used anytime during the school year without restriction.

Requests are to be made by fax at least five (5) days in advance of the request date with a maximum of two (2) days allowed for a response by the Executive Director for Elementary Education. These days will be granted on a first come, first serve basis according to the time of the fax. A maximum of ten (10) requests per elementary school day with a cap of two (2) teachers per elementary school will be available for use.

Teachers who retire before the end of the school year must have worked two months during the first semester to be eligible for one day from this allotment and two months during the second semester in order to be eligible for the second day from the allotment. In the event they took one or two days without qualifying as outlined above, they may utilize sick/personal days. If they have no sick/personal days, they may use their frozen days. In the event they do not have any sick/personal days and frozen days, they will be docked.

Unused days from this allotment may be carried over to the teacher's yearly allotment to be used for personal illness, family illness, or bereavement. Elementary teachers who do not lose this preparation time according to the definition in Schedule A, 12 will not receive these days. Beginning with the 1996-97 year, newly hired employees with no seniority in the district will not receive these days.

Section F Non-Tenure Teachers

Each first year non-tenure teacher shall have nine (9) leave days placed at his/her disposal at the beginning of his/her work year. Two (2) of these days may be used for personal business as provided for in Section D of this article. Second, year non-tenure teachers shall have ten (10) leave days placed at their disposal at the beginning of their work year. Two of these days may be used for personal business as provided for in Section D of this article. Third and fourth year teachers will have twelve (12) leave days placed at their disposal at the beginning of their work year. Two (2) of these days may be used for personal business as provided for in Section D of this article. These days are to be used for personal illness, family illness,

ARTICLE XIV COMPENSABLE LEAVE (Continued)
Section F Non-Tenure Teachers (continued)

family care, or bereavement. A maximum of five (5) of these days may be used for religious holidays and/or family care. Family care cannot be used at the start of the school year, school year ending, or the day prior to or the first day following holidays and recesses. For all such absences the involved teacher shall notify the administration as soon as possible prior to the absence. Any unused days shall be accumulated for use during the remainder of the probationary period. At the end of his/her probationary period, the teacher has a choice of receiving a cash surrender value of \$15.00 per unused sick day or a carry-over to the next year.

Section G Released President

In order to assist the parties in the administration of the contract it is agreed that the President of the Association shall be released from his/her regular duties. The Board agrees to pay this President MA+30 maximum salary, longevity, and full fringe benefits. Any salary experience increment earned during this year will be credited at full value.

Section H Released Vice President

In order to assist with the implementation of this contract, the Vice President of the Association shall be released two (2) periods of the day in the high school or middle school or half-day released in the elementary school. Should the Vice President be an elementary teacher, the half time shall either be a morning kindergarten or a job share, at the Vice President's option. This time shall be at the end of the work day and scheduled adjacent to prep time unless otherwise mutually agreed to by the parties. The Board shall pay the full time salary, longevity, retirement, and full fringe benefits of the Vice President. Any salary experience increment earned during this year will be credited at full value. This provision shall expire at the end of this agreement unless bargained into successor agreements.

Section I Association Business and Conference Time

In the event that the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the furtherance of its own professional purposes, or other business leaves pertinent to the Association affairs, said representative shall be excused providing the frequency does not impair the quality effect of classroom instruction, and providing that said request for leave has been submitted to the Superintendent for his/her approval at least 72 hours prior to the leave, if possible. When these days accumulate to seventy (70) in any school year, the Association will reimburse the District for the cost of substitutes for the additional days provided a substitute is required.

Section J Jury Duty

Teachers summoned for jury duty shall immediately notify the Human Resources Department. If teachers serve as jurors, they will be paid the difference between their jury pay and their Schedule A salary during the time they are on jury duty.

Teachers served a subpoena to appear in court in a matter arising directly from their employment with the District will be provided release time for the period required.

ARTICLE XV NON-COMPENSABLE LEAVE

Section A Request

Requests for leave must be made in writing to the Human Resources Department. These requests should specify the dates desired and should be submitted as soon as the circumstances requiring the leave are known.

The duration of leaves which start during a school year shall be from the calendar day following the last day worked to the next June 30th. The duration of leaves which cover an entire school year shall be from July 1 to June 30th.

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section B Association Representation Leaves

Leave of absence for Association representation will be granted. Leave for Association representation shall be for one (1) year and will be renewed for an additional year upon written request of the affected teacher. No more than three (3) teachers shall be on leave for Association representation at any one time. A teacher who is on leave for Association representation shall be credited with the salary increment and seniority which s/he would have earned had his/her services not been interrupted. Further, this provision shall be applied to all teachers presently on leave for Association representation as though they had commenced their leave under this provision, except that no teachers presently on leave may be terminated until they have been given the opportunity to return from leave pursuant to this Article.

Section C Miscellaneous Leaves

During the first two (2) years of employment, teachers may request a miscellaneous leave only for the following reasons and durations:

1. for no more than one (1) year or the remainder of the school year for child care due to the birth of a child.
2. for up to six (6) months for his/her own documented illness during which time all insurance benefits will continue to be paid by the district.

In the cases of childbirth and/or documented illness, his/her job will not be vacated other than for lay-off or surplus.

Such leaves taken during the first two (2) years shall not be utilized for the purpose of accepting employment elsewhere.

Commencing the third year of employment, the Superintendent or his/her designee will grant a leave of absence to a teacher. Such leaves shall be limited to a maximum of one (1) year. An extension beyond one (1) year of up to one (1) additional year may be granted subject to approval by the Board of Education.

Teachers in the third and fourth year of employment who do not have tenure shall be granted a miscellaneous leave for up to six (6) months for his/her own documented illness during which time all insurance benefits will continue to be paid by the district. The teacher's job shall not be vacated other than for lay-off or surplus.

Section D Responsibilities of the Teacher

1. Any teacher on leave is responsible to notify the Human Resources Department in writing that s/he desires to resume active status as an employee.
2. It shall be the responsibility of the teacher to:
 - a. Inform the Human Resources Department of any change in the circumstances which created the need for leave.
 - b. Report for duty upon termination of leave.
3. Teacher's neglect of these responsibilities shall constitute cause for termination as an employee.

Section E Reinstatement

1. A teacher shall be reinstated from leave prior to the termination date of the leave provided that the teacher gives at least (30) days written notice of his/her intention to return from leave and provided that there is a position vacant for which s/he is qualified. When both of the above are satisfied, the teacher shall be reinstated.
2. Teachers on leave who request a return to active status as of the beginning of the school year shall be reinstated to positions pursuant to Article IX.

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section E Reinstatement (continued)

3. All benefits which had accrued at the time the leave commenced shall be restored to the teacher upon reinstatement.
4. Upon return from any leave, the probationary period shall be extended by the number of days equal to the leave.

Section F Termination of Leave Status

The teacher shall be terminated if one of the following conditions occurs:

1. The teacher fails to return to work when the leave expires.
2. The teacher notifies the Human Resources Department in writing that s/he wishes to terminate his/her leave.

Section G

Any teacher commencing leave under this Article will be given a copy of the Article.

Section H Short Duration Non-Compensable Leave

The Superintendent or his/her designee will grant short duration non-compensable leaves of no more than five (5) consecutive working days per year to teachers who begin the school year with an accumulation of fifteen (15) personal leave days prior to DCB funding. These leaves will be granted with no prejudice to seniority or benefits. These leaves will be available to others only with the approval of the Superintendent.

These leaves cannot be used at the start of the school year, the day before or the first day following holidays or recess, or at record keeping and card marking times. Exceptions may be granted on the approval of the Superintendent.

The leaves must be requested at least two weeks prior to the date of the leave.

The Superintendent or his/her designee will grant short term non-compensable leaves for adoption, and/or spouse or parental serious illness/disability for no longer than sixty (60) consecutive work days. However, summer recess will count as part of any such leave. These leaves will be granted with no prejudice to seniority or benefits. The leave must be requested at least two (2) weeks before the start of the leave. In the case of foreign adoptions, an intermittent leave will be granted.

Section I

A teacher on LTD who plans to return to work must provide the District with medical clearance at least fifteen (15) days prior to the opening day of school. A teacher on LTD who desires to return to work at any other time will be required to provide medical clearance at least thirty (30) days in advance of their desired return. The teacher will be placed in the first available vacancy for which s/he is qualified.

ARTICLE XVI MILITARY LEAVE

Military leave will be granted and reemployment will be governed by the provisions of the "Universal Military Training Act." If National Guard or Reserve annual training two (2) weeks encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. In the event of emergency National Guard duty, for things such as riots or floods during the school year, the Board will provide assistance up to a maximum of thirty (30) days in any contract 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 the government service. This provision does not provide any Board financial assistance for basic training call-ups or other kinds of enlisted or voluntary full-time service.

ARTICLE XVII PROFESSIONAL QUALIFICATIONS

In order to be employed by the Board for a regular teaching assignment, a teacher shall have a Bachelor's degree from an accredited college or university and a provisional, professional, vocational, continuing, or permanent certificate or, for vocational programs other than existing vocational metal working, pattern making, drafting, electricity-electronics, business, home-economics and food services, teachers shall have a state approved vocational certificate.

ARTICLE XVIII SABBATICAL LEAVE

Section A Purpose

Sabbatical Leave shall be available to teachers for professional improvement.

Section B Eligibility

1. An applicant must have accrued seven (7) consecutive full years of teaching service in the Warren Consolidated School District.
2. Each applicant must agree to return to service in the Warren Consolidated School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him/her during Sabbatical Leave determined by the fraction of the three (3) years not served following the leave.

Section C Application

Applications shall be made to the Committee for Sabbatical Leave on or before December 31 of each year. The application shall be accompanied by plans for the use of the Sabbatical Leave.

Section D Selection

1. The Committee for Sabbatical Leave shall consist of an elementary and a secondary administrative representative appointed by the Superintendent, a teacher appointed by the WEA and the President of the WEA. The Committee shall be chaired by the Superintendent or his/her designee, who will vote only in the event of a tie.
2. The Committee will prepare a priority listing of eligible candidates and recommended names for Sabbatical Leave appointments by February 1. Provided sufficient qualified applicants have come forth, up to 0.5 of 1% of body of teachers currently employed will be recommended.
3. Consideration shall be given to:
 - a. Assured eligibility.
 - b. The proposed leave's potential for contributing to the applicant's professional growth.
 - c. Other pertinent factors as established by the Committee.
4. The Board of Education shall grant Sabbatical Leave to as many candidates as are recommended by the Committee for Sabbatical Leave, but not to exceed a number equal to 0.5 of 1% of the teachers of the School District at the time leaves are granted.

Section E Compensation

1. While on Sabbatical Leave, a teacher should receive 50% of his/her teaching salary for the time involved and all fringe benefits afforded bargaining unit members except long term disability insurance.

ARTICLE XVIII SABBATICAL LEAVE (Continued)

Section E Compensation (continued)

2. The teacher is responsible to notify the Business Office of the place to which his/her payroll check shall be addressed while s/he is on leave. Checks will be mailed to that address on or before the regular paydays.

Section F Miscellaneous Administrative Provisions

1. A teacher on Sabbatical Leave may not deviate from his/her approved plan except with the written permission of the Superintendent or his/her designee.
2. Sabbatical Leave will be automatically terminated should the grantee be placed upon a probationary academic status by his/her college or university.
3. Any falsification of information by the teacher in application or other reports required as a part of Sabbatical Leave may subject the leave to termination upon recommendation by the Committee for Sabbatical Leave.
4. A teacher, upon return from Sabbatical Leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the District during such period.

ARTICLE XIX ACADEMIC FREEDOM

Section A

Academic freedom shall be guaranteed to the teacher, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:

1. The teacher shall encourage the student to study varying points of view and respect his/her right to form his/her own judgment.
2. The teacher may assume full political and citizenship responsibilities, but shall refrain from exploiting the institutional privileges of his/her professional position to promote candidates or partisan activities while on school duty.
3. The teacher shall interpret and use the writings of others and educational research with intellectual honesty.

Section B

Academic freedom exercised by a teacher requires that s/he be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the convictions of the citizenry be considered carefully in the exercise of academic freedom.

Section C

Academic freedom shall be exercised by a teacher in accordance with the instructional program and within the framework of Board Policy.

Section D

Academic freedom shall not be used as a basis for advocating unlawful activity.

ARTICLE XX BUILDING COMMITTEES

Section A Building Policy Committee

Principals will establish an ongoing committee of only WEA members for the joint development of solutions to building problems not covered by the Master Contract. For this purpose, it is agreed that:

1. The committee is representative of teachers through election.
2. WEA building representatives will be included on the committee. No more than three (3) building representatives will be included on this committee unless elected.
3. There shall be a chairperson who calls the meetings and sets the agenda and a secretary who takes minutes. Both are elected by the committee.
4. Any building concern may be brought to the committee for solution.
5. Agreements reached between the building policy committee and the building principal will be put into effect as soon as possible.
6. Minutes are published to the staff upon review of the principal and the chairman.
7. No committee solution may conflict with the Master Contract or Board Policy.
8. The Board agrees that teacher involvement will be meaningful.

Section B School Improvement Plan Committee

Public Act 25 requires the development of building level School Improvement Plans (SIP) with the involvement of building administrators, parents, students, teachers, other school employees and others in the community.

This SIP process is a new experience for all involved. The WEA comes forward seeking an understanding about working conditions for members as the SIP process begins.

To this end, each building will have one SIP committee.

Provisions contained in this section shall apply to all SIP committees.

1. It is recognized that the jurisdiction and authority of the SIP is not intended to extend beyond the scope of the traditional decision making authority at the building level. Any approved plans, courses of action, or decisions made by the SIP must not violate Board statutory authority, policies, mission statement, and goals. Further, they must not violate the Master Agreement, formal understandings, conditions, practices and policies established by the parties.
2. The SIP will not engage in collective bargaining or have the authority to address employment matters including but not limited to grievances and grievance procedure, employee performance, evaluation, discipline, salary, fringe benefits, working conditions, or matters established in statute such as the Public Employee Relations Act and the Teacher Tenure Act.
3. The committee will include teachers, administrators, parents, students, other school employees, and others in the community. A majority of the committee will be WEA members.
 - a. Participation will be voluntary.
 - b. Bargaining unit members serving on the committee will be elected by bargaining unit members in the building.

ARTICLE XX BUILDING COMMITTEES (Continued)

Section B School Improvement Plan Committee (continued)

- c. The elections will be conducted by the WEA building representative on or before October 1 of the school year.
 - d. The District will send the Association a list of all building SIP teams each year by November 1 of the school year.
 - e. The chairperson of the committee will be selected by the committee.
 - f. Minutes and agendas will be required for all meetings with copies posted on the Association bulletin board.
 - g. Committee decisions shall be decided by consensus.
 - h. All building SIP decisions, courses of actions, and proposed plans will be sent to the Superintendent or his/her designee and the WEA President.
4. The conditions which follow shall govern bargaining unit members' participation in any and all plans, programs or projects included in the SIP.
 - a. Participation by the employee in full or in part shall be voluntary.
 - b. The act of participation or non-participation shall not be used as a criterion for evaluation or discipline, including the placement of any negative information in any bargaining unit member's files related to SIP.
 5. Bargaining unit members will be compensated as follows:
 - a. Release time for training provided by the District held during the employee's regular work day.
 - b. Provision of a committee budget of three thousand five hundred dollars (\$3,500) per building or a per pupil allocation provided through grant funds for Site Based School Improvement purposes, whichever is greater, to be used exclusively for substitutes, workshop rates and materials. This can include payment of WEA team members and WEA bargaining unit members for meetings during prep time or beyond the regular school day. The money is not to be spent for substitutes or workshop rates for non-bargaining unit members. The team will decide how the budget is spent.
 6. Building faculty meetings will not be used for SIP training or planning other than for the purpose of periodic updates and soliciting input from the faculty.
 7. Training will be provided for bargaining unit members serving on building SIP committees. The Board will advise the Association and seek input regarding training.

Section C

A teacher who is currently a mentee cannot serve on more than two (2) building and/or district committees in one school year.

ARTICLE XXI LAY-OFF AND RECALL PROCEDURES

Section A Definitions

Lay-off means removal from the payroll with no employment rights other than retention of seniority status, accumulated personal leave days, extra-duty status, and recall rights as provided below.

Section B Procedures

If circumstances such as a reduction in student population or insufficient funds causing curtailment of programs or curriculum reasonably require a reduction in staff, the following lay-off recall procedure shall prevail.

After all procedures pursuant to Article IX, regarding voluntary and involuntary transfers have been accomplished, the resulting surplus teachers will be laid off in seniority order, except as provided in Article IX.

Section C Recall

Teachers shall be recalled to positions consistent with their certification and qualification, and, in the case of high schools and/or middle schools, with North Central Accreditation Standards, according to Article IX, Section C, beginning with the most senior teacher.

Teachers being recalled will be given five (5) working days from the date of the receipt of a certified letter or direct contact to the teacher by telephone of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the five (5) day period will end the employee's seniority rights. The employee has the full responsibility for notifying the Human Resources Department of any change in his/her name, address, or telephone number. Failure to do so could result in the loss of the employee's seniority rights. At the time of lay-off, it is the administration's responsibility to inform the employee of his/her rights and responsibilities as stated in this Article.

A person in a part-time position in the District may refuse recall to a full-time position during the school year.

No new teachers shall be hired in a subject area before teachers who are laid off from the subject area have been recalled or decline the opening.

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.

A teacher who is improperly recalled cannot accrue any seniority for the time in the improper position.

Positions to which teachers are recalled after the start of the school year will be a temporary assignment for the remainder of the year. The recalled teacher will be surplus from the position for the following year. The position will then be posted in the May posting.

Tenure teachers and non-probationary bargaining unit members shall have recall rights for three (3) years. Laid-off probationary bargaining unit members will remain on a recall list for the length of their seniority to a maximum of three (3) years. There is no ability of a laid-off teacher to take a leave of absence unless s/he is under contract in another public school system.

However, a teacher may decline recall to a position of less than .4 without jeopardizing his/her lay-off status. Effective August 28, 1995 a recalled teacher must work one year in order to qualify for a leave of absence under Article XV.

Section D

A teacher shall not be laid off because of curricular change unless such change would render him/her non-qualified under the State Certification Code, and s/he has refused other assignment opportunity or turned down training provided by the employer (at the employer's expense) to certify him/her for existing vacancies.

ARTICLE XXI LAY-OFF AND RECALL PROCEDURES (Continued)

Section E

Should the accommodation of a bargaining unit member's handicap result in the improper lay-off or recall of a member, the Board of Education will not honor the requested accommodation.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken by the Board for the purpose of complying with Section E of this Article.

ARTICLE XXII TUITION REIMBURSEMENT

The administration may request that a teacher enroll in specific credit courses so that s/he might fill certain academic or professional voids and so that s/he may achieve preparation standards which are mandated by curriculum revisions or applicable accreditation standards. Should the teacher be unwilling or unable to accommodate such a request to the extent of completing four (4) credit hours per year and the want of the indicated improvement prohibits the initiation or continuance of a desired curriculum or accreditation, then the teacher may be reassigned (accommodating his/her desires as nearly as possible) in order that the objective may be gained. Teachers complying with such requests shall be reimbursed for tuition, books, and ten dollars (\$10.00) for miscellaneous expense incurred by enrollment in the classes.

ARTICLE XXIII CURRICULUM AND MATERIALS

Section A

The Board of Education has the ultimate responsibility in the development, implementation, and determination of all curricular matters.

The Board agrees to involve teachers in all proposed curriculum changes through the establishment of a Steering Committee of fourteen (14) persons.

1. The Steering Committee shall consist of seven (7) teachers, six (6) principals, and one (1) central office administrator. Two (2) teacher representatives from each of the elementary, middle school, and senior high levels shall be selected by the teachers in an election conducted by the Association. One (1) teacher representative shall be appointed by the Association President.
2. The Steering Committee shall determine its organizational structure, procedures and guidelines for the granting of these funds within the expenditure/reimbursement policies of the Board. Approved conferences will not be canceled due to a shortage of substitutes.
3. The Steering Committee will review all curriculum changes including those not necessarily funded through this Committee. The Committee may establish teacher curriculum study groups which shall be composed of both teachers and administrators on the basis of two (2) administrators per five (5) teachers. Teachers shall be paid at the workshop rate. The Committee may also allocate funds for teacher initiated projects of an innovative nature and purposes of inservice. The total funds available to the Committee for these purposes shall be sixty seven thousand, five hundred dollars (\$67,500) for each school year, twelve thousand dollars (\$12,000) of which may be allocated to projects of inservice, and upon request, release time may be permitted by the Chief Academic Officer to complete the business before the Committee.

ARTICLE XXIII CURRICULUM AND MATERIALS (Continued)
Section A (continued)

- a. All reports, proposals, and recommendations reviewed by the Steering Committee shall be submitted in a timely manner to the Chief Academic Officer and the Association President.
 - b. The Chief Academic Officer shall have the right to review all reports and make suggestions for change in writing to the Study Committee.
 - c. The Chief Academic Officer shall forward his/her considerations back to the Steering Committee in a timely manner.
 - d. The Steering Committee, upon receipt of the Chief Academic Officer's written recommendations, may modify its report prior to submitting its final report back to the Chief Academic Officer.
4. The Chief Academic Officer will then submit all curriculum recommendations to the Board which will include the recommendations of the Steering Committee and the designated study committees. At least two (2) work days prior to the Chief Academic Officer's recommendation being sent to the Board, a copy shall be provided to the Steering Committee and the Association.

Section B

The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

The Board agrees at all times to keep the schools reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections, and use of such educational tools.

Section C

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall endeavor to make such material available in the schools.

Section D

The School Board, through its administration, will sincerely foster the dedication expected of the teachers by planning constructively to provide the best possible teacher facilities attainable within the limits of prudent expenditures, and to assist teachers in the advancement of their skills and techniques by providing meaningful and useful seminars and programs. The Board will continually review and analyze the need of the School District so that all committees, programs, and projects will relate directly to a quality educational program either by reason of seeking improvement in teaching methods, tools, techniques, and/or professional standards of excellence or by reason of seeking improved efficiency, economy of operation, and/or consideration of ways and means to satisfy the mandatory need for student improvement, greater student achievement and high level employee morale.

Section E Professional Staff Development

A Professional Staff Development Policy Board of four (4) WEA members and four (4) administrators will be established. The four (4) WEA members will be appointed by the President of the WEA.

Forty seven thousand, five hundred dollars (\$47,500) for each year of the contract will be funded by the WCS Board of Education for the professional development of bargaining unit members.

ARTICLE XXIII CURRICULUM AND MATERIALS (Continued)
Section E Professional Staff Development (continued)

The Professional Staff Development Policy Board will establish the guidelines for the granting of these funds. It will further establish its own rules for its internal structure and operation. Approved conferences will not be canceled due to a shortage of substitutes.

For conferences, the bargaining unit member must secure the signature of his/her supervisor on the District conference form. If the supervisor denies approval of the conference, the bargaining unit member and the supervisor have a right to appeal to the Professional Staff Development Policy Board. The decision of the Professional Staff Development Policy Board will be final. If the Professional Staff Development Policy Board votes 4-4, the supervisor's denied approval of the conference will be sustained.

Section F Mentor Program and Professional Development for Novice Teachers

In accordance with Section 1526 of the School Code, a teacher new to the profession shall be assigned by the District to a master teacher, college professor or retired master teacher who shall act as mentor to the newly inducted teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial relationship.

1. A master/mentor teacher shall be a tenured teacher, college professor or retired master teacher with successful completion of four (4) years of classroom teaching, preferably in the newly inducted teacher's area of specialization. A 4th year probationary teacher may be utilized as a mentor at the discretion of the building administrator.
2. A mentee shall be defined as new to the teacher profession as of January, 1994 or later during his/her first three (3) years of employment. Probationary teachers who have taught for three (3) years or more in another district will not be defined as mentees. These first three (3) years are not limited to employment in the District. If the bargaining unit member was employed in a teaching capacity and satisfied all or part of the three (3) year mentor assigned requirement, this will be credited in Warren Consolidated toward the three (3) year requirement. It shall be the responsibility of the bargaining unit member to provide documentation to the District of having satisfied all or part of the three (3) year mentor assigned requirement in another school district.
3. The master/mentor teacher shall be assigned in accordance with the following:
 - a. All participation as a master/mentor teacher shall be voluntary.
 - b. All master/mentor positions shall be filled from within the bargaining unit. The principal shall solicit volunteers to serve as mentors. If a bargaining unit member is not assigned, the District must show good cause. After adequate posting, if the position cannot be filled with a bargaining unit member, then the Board may fill the position from outside the bargaining unit.

The Board of Education shall not use its right to appoint, to terminate or renew appointments for bargaining unit members in an arbitrary, capricious or discriminatory manner.
 - c. The appointment to a master/mentor position shall be for up to one (1) year. For the subsequent year, all positions will be posted according to 3.,B. above.
 - d. A master/mentor teacher can have no more than two (2) mentees at one time.

ARTICLE XXIII CURRICULUM AND MATERIALS (Continued)

Section F Mentor Program and Prof. Development for Novice Teachers (continued)

- e. A mentee shall be assigned to no more than one (1) master/mentor teacher at a time. This provision will not preclude a mentee from having two (2) different master/mentors during the term of a school year.
 - f. The administration will notify the Association of the names of all master/mentor teachers and their assigned mentees within twenty (20) days after the assignment.
 - g. The master/mentor teacher, if an employee of the District, may from time to time receive release time from his/her regular employment duties to work with the mentee.
 - h. The master/mentor teacher will participate in staff development programs as required.
 - i. The District may provide sabbatical leaves for up to one academic year for selected master/mentor teachers as provided for in Section 1525 of the School Code and approved by the Board of Education. These sabbatical leaves will be in addition to the maximum number stated in Article XVIII of this Master Agreement. The provisions of the leave shall be at the discretion of the administration and shall not exceed the compensation set forth in Article XVIII, Section E.
4. Bargaining unit members assigned to a master/mentor teacher shall be in accordance with the following:
- a. Only those teachers as defined in 2. above. For part-time mentees the first three years will qualify regardless of the length of the assigned work day.
 - b. Full and part-time mentees shall receive a minimum of fifteen (15) days of professional development experiences to enhance their teaching skills, familiarize them with School District programs and policies and provide them with resources relative to the best practices in teaching and learning.
 - c. During the first calendar year of employment with the District, mentees will be obligated to complete three (3) six (6) hour days of staff development beyond the regular calendar year without compensation. Only these first three days will also apply to all new hires in their first year of employment in the district regardless if they are not defined as mentees. The Association will be responsible for two (2) hours of the staff development presentation relating to topics relevant to new teachers, if it chooses to do so.
 - d. Professional development attended during the work day, before or after regular duty hours and/or the interval between academic years may be applied toward the fifteen (15) day requirement as approved by the building principal. Attendance beyond the regular work year will be voluntary. In these cases, a full staff development day will equate to six (6) hours of training.
 - e. If the bargaining unit member was employed in a previous district and satisfied all or in part of the professional development requirement, this will be credited in Warren Consolidated toward the fifteen (15) day requirement. It shall be the responsibility of the bargaining unit member to provide documentation to the District of having satisfied all or part of the professional development requirement in another public school district.

ARTICLE XXIII CURRICULUM AND MATERIALS (Continued)

Section F Mentor Program and Prof. Development for Novice Teachers (continued)

- f. The School District shall pay the tuition for each probationary teacher to attend the New Teacher Academy offered by the Macomb Intermediate School District for the first three (3) years of said teacher's probationary status. The teacher shall select appropriate course offerings and the School District will provide New Teacher Academy information as provided by the Macomb Intermediate School District.
5. The master/mentor teacher and mentee relationship will not be a subject included in the evaluation of the master/mentor teacher or the mentee. Neither the master/mentor teacher nor the mentee will be permitted to participate in any matter related to the evaluation of the other. The master/mentor teacher will not be required to provide data for decisions regarding the eventual decision to confer tenure upon a probationary teacher nor will the master/mentor teacher participate formally or informally in the decision to confer tenure upon a probationary teacher. The master/mentor teacher will not be called as a witness in any grievance or administrative hearing involving the mentee nor will the mentee be called as a witness in any grievance or administrative hearing involving the master/mentor teacher.
6. A master/mentor teacher will be paid a stipend of six hundred fifty dollars (\$650.00) per mentee per year. The paid stipend includes up to three sessions of master/mentor mandatory training. Once a master/mentor has attended the three (3) training sessions, said master/mentor will not have to attend any further training while mentoring the same mentee. Should said master/mentor receive a new mentee, the master/mentor will have to attend one (1) training session with the new mentee. A master/mentor teacher assigned for one (1) semester will be paid a stipend of three hundred twenty five dollars (\$325.00) per mentee. In addition, the mentor will be paid the Schedule D workshop rate for attendance at additional training above the three sessions required outside the required regular work day or calendar year. Should the principal assign to the mentor, as part of his/her mentor/mentee responsibility, a special project which is beyond the customary role of the mentor, s/he shall be compensated at the Schedule D workshop rate. If a non-bargaining unit master/mentor is paid a greater stipend and hourly rate, all bargaining unit members will be paid this greater amount.
7. Should the mentor/mentee program, as provided for in Sections 1525 and 1526 of the State Code, be abolished or substantially altered or the program expand to such an extent that a full time position(s) may be warranted, this Article of the Master Contract shall be reopened for bargaining.

ARTICLE XXIV MISCELLANEOUS

Section A

Each school will have designated areas, apart from students, appropriately furnished for use as teachers' lavatory, teachers' dining room and teachers' lounge. Each building will have a telephone available for the use of teachers. The phone will be located so that reasonable privacy can be guaranteed. Any long distance phone calls must be logged.

Section B

All instructional positions in Summer School and all Schedule B positions shall be filled within the bargaining unit. After adequate posting, if the position cannot be so filled, with qualified personnel, then the Board may fill the position from outside the bargaining unit.

ARTICLE XXIV MISCELLANEOUS (Continued)
Section B (continued)

All instructional positions in Summer School and all Schedule B positions, newly filled from outside of the bargaining unit, starting on January 1, 2008, will be posted each and every year, pursuant to the collective bargaining agreement, until it is filled from within the bargaining unit.

If at any time Drivers Education is reinstated by the district, the Board will bargain all conditions and wages with the Association.

Section C

Names and addresses of newly hired teachers will be provided to the Association following School Board approval of their contracts. These teachers will be provided a copy of the current Agreement between the parties.

Section D

The Board agrees to permit nurses to attend in-service programs, seminars, and professional conferences. Attendance will be representational and must have the prior approval of the Director of Student Affairs.

In order to maintain the professional excellence of the nursing staff, the Board agrees to permit nurses to attend Macomb County Health Department meetings as related to School District matters, Macomb County School Association meetings, and the annual Michigan Association of School Nurses State meeting.

The sum of one hundred and fifty dollars (\$150.00) per year shall be allocated for the funding of this provision.

Section E

It is recognized that any teacher who is assigned as an administrative intern by the Board will not be given any responsibilities for evaluation or discipline of any bargaining unit members. Any teacher assigned as an administrative intern shall continue as before with respect to being a bargaining unit member.

Section F Inclusion

1. Inclusion is recognized as the placement of autistic, trainable mentally impaired, severely mentally impaired, and severely multiply impaired, into regular education programs on a part-time or full-time basis.
2. The Board shall give the WEA information about current or future planning for further implementation of inclusion in Warren Consolidated Schools, including any Intermediate School District plans, so that the WEA can have opportunity to give suggestions.
3. Bargaining unit members providing instruction or other service to these basic four classifications of included special education students shall be invited to the pre-planning and IEPC meetings. The Board will provide release time for these meetings. The WEA will be provided with a summary form of confidential information from such pre-planning and IEPC's.
4. Any teacher may advise the principal if it appears that the IEPC plan for a student needs revision. This could also include the perception of disruptive impact on the regular education instruction. The IEPC outcome shall continue to be determinative.
5. On a case-by-case basis, the District, the Association, and the affected teachers servicing the identified special education student, will meet to determine what training, supplementary aides, and support personnel will be provided to the teachers who will be providing instructional or other services to the student. The Board will make the final decision regarding training, supplementary aides, and support personnel.

ARTICLE XXIV MISCELLANEOUS (Continued)

Section F Inclusion (continued)

6. Class size shall become two (2) less for each inclusion student in regular academic classes. (Thus, when a student with one of the four severe disabilities is included in a class with 27 maximum class size, that class size maximum shall become 25 with the inclusion student.) The Board shall not have the option to exceed the contractual maximum. No more than one student with any of the four severe disabilities shall be placed in any single regular education classroom. The included student shall not count for special education overage.
7. Any regular education classroom teacher or resource room teacher involved in planning meetings specifically related to the included child during preparation time or beyond the regular school day will log the time and be reimbursed at Schedule D workshop rates. Support service bargaining unit members, such as Social Workers, Teacher Consultants, Speech Therapists, School Psychologists, involved in planning meetings specifically related to the included child beyond the regular school day will log the time and be reimbursed at Schedule D workshop rates.
8. Current State of Michigan Special Education law does not hold teachers accountable when an inclusion students' progress does not meet the projected goals and objectives.

Section G On-Line Instruction

Definition: On-line instruction (AKA Virtual On-Line Instruction) is any class available to enrolled students in which instruction (lectures, reading and student work etc.) is exchanged electronically via the internet, e-mail or other electronic media.

For any on-line instruction program housed at the home based school and offered beyond the instructional day, employment will be offered to a WEA member and compensated at the Schedule D rate. Positions shall be posted and interviews shall be conducted annually.

The Warren Education Association reserves the right to bargain any unanticipated issues that impact wages, hours, terms and other conditions of employment.

Section H Testing Out Of Secondary Classes

All District procedures not included in this section shall be as mutually agreed to by the Association and the District.

The following shall be required when a student requests to be allowed to test out of a class:

1. The test shall be proctored by a teacher or administrator.
2. Non-electronically graded tests shall be graded by a teacher certified in the appropriate content area. The grade shall be assigned based on the percentage earned on the test. No curving of the results shall be allowed and the district's grading policy shall be followed.
3. All tests used to test out of a class shall be written by a committee of teachers with at least one representative solicited from each high school. A copy of all tests approved shall be sent to the Association. Should a test not be written prior to a request for testing out, a final exam shall be used. The district shall initiate the process of writing a district test no later than the third request in a building to test out of a specific subject.
4. Teachers assigned to proctor, grade or write tests outside the work day or during prep time shall be compensated at Schedule D rates.

ARTICLE XXIV MISCELLANEOUS (Continued)

Section I Dual Enrollment

Should a dual enrollment be in an on-line class, a teacher shall be assigned to the computer lab and the student shall attend the class daily until the dual enrolled course is completed at the college or university. The student shall count toward the maximum class size and shall only be placed in an E-20/20 or other online class. The student shall not be placed into a split class based on content unless agreed to by the teacher.

ARTICLE XXV TERM OF AGREEMENT

Section A

This Agreement shall be effective as of August 25, 2008. The Agreement shall continue in full force and effect through August 29, 2010.


Section B Successor Agreements

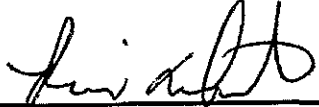
On or before May 15, 2010, either side may give notice by certified mail of its desire to terminate, amend or modify this Agreement. Upon receipt of this notice by the other side, arrangements shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend or modify the Agreement by May 15, 2010, then the Agreement shall automatically be extended on the same terms for another year and, similarly from year to year thereafter, with the notification date of intent to terminate, amend or modify being May 15, of the successor year.

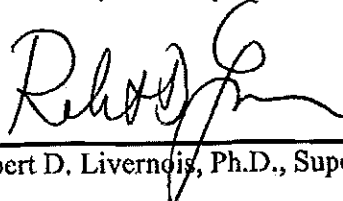
Section C Interim Amendments


Should there be any mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification of the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.


**THE WARREN CONSOLIDATED
SCHOOL DISTRICT**

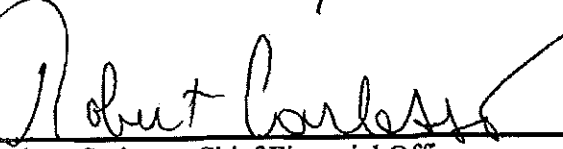

Loretta A. Crow, President

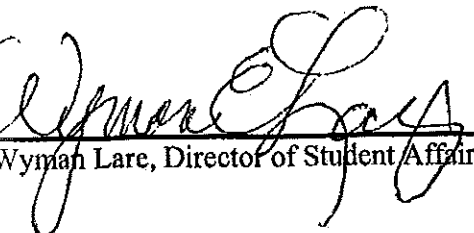

Brian White, Secretary


Robert D. Liverdis, Ph.D., Superintendent



Bruce J. Grusecki, Human Resources
Consultant

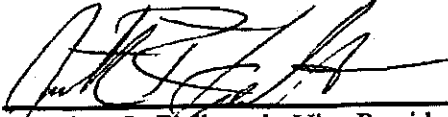

David Walsh, Special Programs Consultant

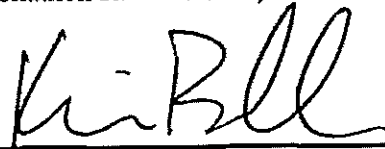

Robert Carlesso, Chief Financial Officer

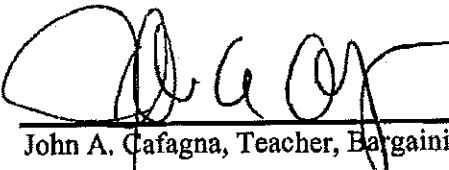

Wymah Lare, Director of Student Affairs


**THE WARREN EDUCATION
ASSOCIATION**


Robert W. Naski, President


Jonathon R. Fielbrandt, Vice President


Kevin Bullis, Teacher, Bargaining Team


John A. Cafagna, Teacher, Bargaining Team


David V. Mangune, Teacher, Bargaining Team


Dawn Ross, Teacher, Bargaining Team


Christine Stone, Teacher, Bargaining Team

October 15, 2008

SCHEDULE A

1. Schedule A reflects annual wages to be prorated over the effective period.
2. Credit for experience will be computed on the commencement of employment and thereafter at the beginning of the work year. Teachers employed and working in the system will be moved up one (1) year on the interpolated schedule at the beginning of each school year.
3. The Board may place a newly employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching and work experience, provided, however, that in no event shall any newly employed teacher be placed on a salary step which exceeds previously acquired teaching and work experience. This provision shall not affect teachers presently employed by the District.
4. Vocationally certified teachers employed prior to July 1, 1998, upon reaching the maximum step in their degree category shall receive an additional 1% of their degree category base for each year (2080 hours) work experience applied on their certificates to a maximum of 4% as long as they continue teaching in the occupational area for which the vocational certification has been issued.

Work experience applied on their certificates is defined as those hours listed on the vocational certification application. In a case where the work experience hours listed on the application exceeds the number of hours (4160) required by the State Department for Vocational Certification, the teacher will be paid 1% of each 2080 additional work experience hours listed on the application which are applicable to the occupational area to maximum of 4%.

The vocational differential will be paid to those eligible teachers according to numbers one and two above who are teaching in grades 10-12.

5. The following index shall be effective:

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters +30 s.h.***</u>
0	1.0000	1.0400	1.0700	1.1100	1.1300
1	1.0400	1.0800	1.1100	1.1500	1.1700
2	1.1000	1.1400	1.1800	1.2200	1.2400
3	1.1700	1.2100	1.2500	1.2900	1.3100
4	1.2400	1.2800	1.3300	1.3700	1.3900
5	1.3100	1.3600	1.4600	1.5100	1.5300
6	1.3900	1.4400	1.5500	1.6000	1.6200
7	1.4700	1.5300	1.6400	1.7000	1.7200
8	1.5600	1.6200	1.7400	1.8000	1.8200
9	1.6500	1.7200	1.8400	1.9100	1.9300
10	1.6860	1.7560	1.9500	2.0200	2.0500
11	-----	-----	1.9860	2.0560	2.0800

All indexes refer to the currently established base salary.

- * These courses shall be on the graduate level or apply toward permanent certification or annual authorization.
- ** These courses must be at the graduate level unless approved in advance the Superintendent. Includes Licensed Counselors.
- *** Includes Specialist, M.S.W., School Psychologist, Speech Pathologist with Master's Degree in Speech Pathology and passed the national test for a Certificate of Clinical Competency, and double Masters Degree.

EDULE A (Continued)

Differential for Master's Degree or higher degree for teachers in mid step.
Those teachers in mid step on the salary schedule who complete the fifth (5th) year of teaching experience as credited in Warren during a school year and have completed a Master's degree or higher degree shall be expected to make written request for adjustment before the end of that school year. Such adjustment, prorated, shall be added to the final check of the school year. If a teacher does not notify at the completion of the fifth (5th) year and then subsequently notifies in a following year that he/she reached the fifth (5th) step and completed a Master's or higher degree, the adjustment will be prorated only for the year in which he/she made written notification. This does not apply to someone who completes a Master's degree or higher degree after the completion of the fifth (5th) year.

7. Teachers must present written evidence of qualification to benefit from salary allowances on advanced degree and extra hour schedules. Degree lane change requirements completed over the previous summer shall be submitted by October 31 to the Human Resources Department to be retroactively paid to the beginning of the school year. Degree lane change requirements completed during the school year that are submitted by March 1 to the Human Resources Department shall be retroactively paid to the first day of second semester. A delay in the sending of transcripts by an educational institution shall not be a reason to deny retroactive adjustment as long as the teacher can show that the request for transcripts was made within the time parameters set above. All credits must be in accordance with the standards established herein.

8. Teachers who work a part-time schedule shall receive a prorated annual salary and increment credit. Prorating of salaries will be based on the number of teaching periods or teaching days in relation to the full teaching load in the same assignment. Such teachers will also receive a prorated hospital and medical insurance contribution in accordance with the formula in Article XIII, Section 3.

9. In the middle schools and high schools, teachers who are assigned to teach an additional period will receive an additional one-fifth (1/5) of their Schedule A salary.

10. Payroll adjustments will be based upon the number of teacher working days in the school calendar.

11. Longevity

Teachers shall receive the following cumulative longevity payments for teaching experience as credited in Warren Consolidated School District:

*15 years-----	\$1,000
20 years-----	\$1,000
25 years-----	\$1,500
27 years-----	\$1,500

*If a teacher's 15th year starts within the first 16 work days of that year, the teacher will receive longevity that year. If it does not, the teacher's longevity will begin with the start of the next school year.

12. Salary Schedule for Nurses

Salary schedules shall be constructed as follows:

Non-degree Nurses-----90% of teacher BA salary schedule
Degree Nurses-----100% of the applicable Schedule A salary, provided
the degree earned is either in nursing or education.

13. a. Beginning in 1995-96, teachers employed in that school year including those on recall and leave of absence will receive additional compensation for their twenty-five (25) minutes loss of

SCHEDULE A (Continued)

preparation time in the elementary schools at the rate of 2% of their Schedule A salary up to a maximum of \$1,200.

- b. In order to be eligible for this stipend, the teachers must have lost twenty-five (25) minutes of their daily prep time. Elementary teachers not eligible for this stipend assigned to a single building will receive twenty-five (25) consecutive minutes of prep time each day, not necessarily at the same time each day. This is in addition to the preparation time provided for in Article XI, Section B (1). Elementary non-classroom traveling teachers not eligible for the stipend will arrange their schedules to provide for twenty-five (25) additional minutes of preparation time per day. Beginning with the 1996-97 year, newly hired employees with no seniority in the District will not receive this compensation.

Schedule A Salary Increases

In the following fiscal years the Schedule A salary will increase by the percentages below:

Fiscal Year 2008-2009	1.00%
Fiscal Year 2009-2010	1.00%

Schedule A Effective 2008-2009 School Year

Experience	Bachelors	Bachelors +20 s.h. *	Masters	Masters +15 s.h. **	Masters +30 s.h. ***
0	\$ 44,063	\$ 45,826	\$ 47,147	\$ 48,910	\$ 49,791
1	\$ 45,826	\$ 47,588	\$ 48,910	\$ 50,672	\$ 51,554
2	\$ 48,469	\$ 50,232	\$ 51,994	\$ 53,757	\$ 54,638
3	\$ 51,554	\$ 53,316	\$ 55,079	\$ 56,841	\$ 57,723
4	\$ 54,638	\$ 56,401	\$ 58,604	\$ 60,366	\$ 61,248
5	\$ 57,723	\$ 59,926	\$ 64,332	\$ 66,535	\$ 67,416
6	\$ 61,248	\$ 63,451	\$ 68,298	\$ 70,501	\$ 71,382
7	\$ 64,773	\$ 67,416	\$ 72,263	\$ 74,907	\$ 75,788
8	\$ 68,738	\$ 71,382	\$ 76,670	\$ 79,313	\$ 80,195
9	\$ 72,704	\$ 75,788	\$ 81,076	\$ 84,160	\$ 85,042
10	\$ 74,290	\$ 77,375	\$ 85,923	\$ 89,007	\$ 90,329
11	-----	-----	\$ 87,509	\$ 90,594	\$ 91,915

Schedule A Effective 2009-2010 School Year

Experience	Bachelors	Bachelors +20 s.h. *	Masters	Masters +15 s.h. **	Masters +30 s.h. ***
0	\$ 44,504	\$ 46,284	\$ 47,619	\$ 49,399	\$ 50,290
1	\$ 46,284	\$ 48,064	\$ 49,399	\$ 51,180	\$ 52,070
2	\$ 48,954	\$ 50,735	\$ 52,515	\$ 54,295	\$ 55,185
3	\$ 52,070	\$ 53,850	\$ 55,630	\$ 57,410	\$ 58,300
4	\$ 55,185	\$ 56,965	\$ 59,190	\$ 60,970	\$ 61,861
5	\$ 58,300	\$ 60,525	\$ 64,976	\$ 67,201	\$ 68,091
6	\$ 61,861	\$ 64,086	\$ 68,981	\$ 71,206	\$ 72,096
7	\$ 65,421	\$ 68,091	\$ 72,987	\$ 75,657	\$ 76,547
8	\$ 69,426	\$ 72,096	\$ 77,437	\$ 80,107	\$ 80,997
9	\$ 73,432	\$ 76,547	\$ 81,887	\$ 85,003	\$ 85,893
10	\$ 75,034	\$ 78,149	\$ 86,783	\$ 89,898	\$ 91,233
11	-----	-----	\$ 88,385	\$ 91,500	\$ 92,835

In no case will the extension of experience factors extend any salary beyond the maximum for that Schedule (except for Schedule A., 4., and Longevity).

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS

The Board will grant extra pay to those who are selected by the Superintendent of Schools and who agree to perform the following co-curricular assignments beyond the routine school day.

The appointment to a position is for one (1) school year only. The Board of Education shall not use its right to terminate or renew appointments in an arbitrary, capricious or discriminatory manner. Any teacher working in a Schedule B position shall automatically be rehired for the following year as long as their annual evaluation is satisfactory. Any resignation from a Schedule B position must be received in writing by the principal before the position may be posted. Positions on these schedules will be filled as needed during the school year at the discretion of the Board of Education.

	<u>Percentage of Schedule A Base</u>
<u>Athletics</u>	
Athletic Coordinator, M.S.	0.07745
*Athletic Director, H.S.	0.18000
Athletic Director, Asst., H.S.	0.10000
Baseball, Head, H.S.	0.12000
Baseball, Asst., H.S.	0.09000
Basketball, Head, H.S.	0.16000
Basketball, Asst., H.S.	0.12250
Basketball, Grades 7 and 8	0.07262
Cheerleaders, Head, H.S., Fall	0.10000
Cheerleaders, Asst., H.S., Fall	0.07500
Cheerleaders, Head, H.S., Winter	0.10000
Cheerleaders, Asst., H.S., Winter	0.07500
Cross Country, H.S.	0.10000
Dance Team, Head, H.S., Fall	0.06500
Dance Team, Asst., H.S., Fall	0.04500
Dance Team, Head, H.S., Winter	0.06500
Dance Team, Asst., H.S., Winter	0.04500
Flag Corp, H.S.	0.04000
Football, Head H.S.	0.16000
Football, Asst., H.S.	0.12250
Football, Grades 7 and 8	0.08346
Golf, H.S.	0.10000
Intramural Coordinator, M.S.	0.12000
Soccer, Head, H.S.	0.12000
Soccer, Asst., H.S.	0.09000
Softball, Head, H.S.	0.12000
Softball, Asst., H.S.	0.09000
Swimming, Head, H.S.	0.12000
Swimming, Asst., H.S.	0.09000
Synchronized Swimming, H.S.	0.04000
Tennis, Head, H.S.	0.10000
Tennis, Asst., H.S.	0.07500
Track, Head, H.S.	0.13000
Track, Asst., H.S.	0.10000
Track, Head, M.S. (Co-Ed)	0.07745
Track, Asst., M.S. (Co-Ed)	0.06530
Volleyball, Head, H.S.	0.13000
Volleyball, Asst., H.S.	0.10000
Volleyball, Grades 7 & 8	0.07262
Wrestling, Head, H.S.	0.12000
Wrestling, Asst., H.S.	0.09000

* (Summer work of five (5) days prior to opening of school to be paid at per diem of Schedule A salary plus longevity per day.) Three of the above days will be the three prior to the opening day of school. Also the Athletic Directors may work another five (5) to seven (7) days prior to the opening of school or during school breaks, for which they will receive compensatory days (equal to days worked) during the school year. Athletic Directors will be full

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

time released from classes. Each High School will receive an additional 1.0 allocation for this assignment.

2. Scholastics	<u>Percentage of Schedule A Base</u>
Adopt-A-School Building Coord. Camp (Elem. and Secondary)	0.04188
*Coordinator of Driver Education (Segments I and II)	\$150 per night at camp 0.13700
Debate, H.S.	0.08360
Debate, Reserve, H.S.	0.06281
Ecology/Renewable Energy Club, M.S./H.S.	0.03000
Elementary Clubs (up to 3 per building as approved by principal and building policy)	0.03000 per club
Elementary Contest Sponsor	0.05227
Elementary Curriculum Liaison (2 per building)	0.09414 + five half days of release time
Forensics, H.S.	0.05227
Future Problem Solving, M.S./H.S.	0.06281
Language Arts Contest Coord., M.S.	0.05227
Language/Cultural Clubs (up to 3 per M.S./H.S. as approved by principal and building policy)	0.03000 per club
Leadership, H.S.	0.03000 per teacher, up to 2 per building
Math Contest Coord., M.S./H.S.	0.05227
MMSTC Computer Curriculum Support	0.20000 of individual teacher's Schedule A Salary
National Honor Society, H.S.	0.06281
Overnight Activities with District approval	\$150 PER NIGHT
Play Director (2 plays per H.S. per year)	0.05227
Quiz Bowl, H.S.	0.05227
Radio Director, H.S.	0.05227
Robotics, Head	0.07321
Robotics, Asst.	0.04188
S.A.D.D., H.S.	0.05227
Safety Patrol (1-15 rooms), Elem.	0.04188
**Safety Patrol (over 15 rooms), Elem.	0.05227
School Paper, H.S.	0.05227
Science, Advanced Placement, H.S.	Individual teacher's Schedule A hourly rate for all after school labs
Science Club, H.S.	0.05227
Science Fair Club Mentor (one per District)	0.07321
Science Fair or Olympiad, Elem.	0.05227
Science Fair Sponsors, M.S./H.S.	0.05227
Science Olympiad, M.S./H.S.	0.08360
Service Squad (1 -15 rooms), Elem.	0.04188
**Service Squad (over 15 rooms), Elem.	0.05227
Speech/Drama Sponsor, M.S.	0.04750
Spirit Club Coach, M.S.	0.07321
Stage Crew Director, H.S.	0.08360
Stage Crew Assistant, H.S.	0.05227
Student Activities, H.S.	0.09414
Student Activities, M.S.	0.07321
Systems Operator, H.S.	0.05227 + 2 hours release time per day
Systems Operator, M.S./Elem./Butcher Community Center	0.07500 + 2 days release time per month and 2 days beyond the calendar at Schedule rates

CHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

Television Director, H.S.	0.05227
Thespians, H.S.	0.05227
WCSPA - Dance	0.08000
WCSPA - Drama	0.18000
WCSPA - Artistic Director	0.20000
WCSPA - Orchestra Director	0.02500
Website, H.S.	0.05227
Yearbook, H.S.	0.08360
Yearbook Sponsors, M.S.	0.06281

* (Coordinator of Driver Education will assign instruction time to be paid at Schedule D rates.)

** If the number of rooms in an elementary are reduced below fifteen (15) because of the elimination of 6th grade, the pay for Safety Patrol and Service Squad will be for over fifteen (15) rooms as long as the present person (90-91) holds the position. When that person no longer holds the position, the rate will be as stated in the contract.

Compensation for the above assignments will be calculated by multiplying the Schedule A Bachelor's degree base salary times the applicable percent for the assignment. Commencing with the third season in an assignment, an individual will be paid at a rate calculated by multiplying the applicable Schedule A Bachelor's degree, Step 2 salary times the applicable percent for the assignment. Assignment is defined as the same general activity, e.g. basketball, reserve, varsity, middle school and senior high, or student activities, both middle school and senior high. The years of experience need not be consecutive.

Tournament Pay for Coaches

Coaching compensation for tournaments shall be the daily rate stipend during the regular season. (The number of days per sport per season as regulated by MHSAA.) Should there be cheerleaders at the tournament games, this extra compensation shall be given to the cheerleading coaches.

Tournament pay for varsity coaches and their assistants shall commence:

1. With the first practice for the first District game following the conclusion of the regular season schedule, in baseball/softball.
2. After the first tournament game in basketball.
3. When practice commences for the first tournament game/event/competition for all other Fall, Winter, Spring sports or academic* competition.

(*To be viewed on a case-by-case basis; intent is "tournament" time beyond a "regular" season.) Scholastic tournament schedules for practice and competition must be submitted to the principal prior to engaging in practice or competition for recommendation to the Administrative Consultant for approval of payment.

4. Varsity coaches may request additional assistance from the junior varsity staff; such request is to be submitted through the Building Faculty Manager to the District Athletic Director for approval.

Coaches Advancement Program (CAP)

The district will provide and pay all fees for the first and second level of the CAP program for all WEA members who register for same.

The first level of the CAP program will be offered by the district over two (2) sessions to be between three (3) and four (4) hours each. Each session is to be held during the school week, within the district, and after regularly scheduled school hours. The district is to provide refreshments for all those in attendance at each

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

session offered. Any WEA member unable to attend the first level of the CAP program within the district, who is so interested, will be provided the IRS rate for miles for attending the program outside of the district.

During the 2008-2009 school year, the second level of the CAP program will be offered by the district three (3) times (once each season) over two (2) sessions to be between three (3) and four (4) hours each. Each session is to be held during the school week, within the district, and after regularly scheduled school hours. The district is to provide refreshments for all those in attendance at each session offered. Any WEA member unable to attend the second level of the cap program within the district, who is so interested, will be provided the IRS rate for mileage for attending the program outside of the district. Beginning with the 2009-2010 school year, the second level of the CAP program will be offered by the district one (1) time each year in the same manner as stated above.

Each WEA member who completes the first and/or second level of the CAP program will receive a one time stipend of fifty dollars (\$50.00) for each level completed.

Coaches shall not be required to take any CAP training above level two.

SCHEDULE C

Any teacher who received payment under the provisions of Schedule C as provided in the 1970-71 Agreement shall continue to receive an amount equal to but no greater than the amount paid for said services or responsibilities during the 1970-71 school year, provided that said person or persons continue to be assigned to and perform the past duties of said job.

Teachers newly assigned or reassigned to Schedule C for the 1972-73 school year and/or thereafter shall receive the following flat rate in consideration of hours worked beyond the normal school day and special responsibility of the position.

1. <u>Special Education Personnel</u>	
Children's Home of Detroit	No stipend
Emotionally Impaired	\$300
Hearing Impaired	300
Learning Disability	300
Mentally Impaired-Educable	300
Mentally Impaired-Trainable	300
Occupational Therapist	300
Psychologist	300
Social Worker	300 + 1 week *
Speech Therapist	300
Teacher Consultant	300
Visually Impaired	300
Work Study Coordinator	300

In order to be qualified for any special education differential, the employee must be certified in the areas for which s/he is employed.

- * Social workers hired or returning from lay off after June 30, 1989 will receive the special education stipend but will only be required to work the regular school calendar.

2. <u>Miscellaneous</u>	
Alternative Education	No stipend
Alternative to Suspension	No stipend
A-V Specialist, Secondary Consultant	\$300
*Counselor, H.S.	4% of MA Max. + 2 weeks
	300 + 7 days
*Counselor, M.S.	300 + 1 week

SCHEDULE C (Continued)

Counselor, Elementary	300
English Language Learner Level 1	No stipend
Developmental Kindergarten	No stipend
Developmental First Grade	No stipend
English Language Learner	No stipend
Gifted Specialist	300
Interdisciplinary Technical Support Specialist, CPC	No stipend
Media, Elementary	300
Reading Clinician	300
Reading Plus	No stipend
Reading Specialist	300
Special Needs Advocate	+ 1 WEEK
Winning Futures	No stipend

* Upon agreement between the counselor and the administration, any additional days above those listed shall also be paid at the per diem rate up to one additional week.

3. Special Needs
Teachers who have 80% or more special education students in any state approved vocational class shall be eligible for the special education differential regardless of their special education certification or lack thereof.
4. Coordinator of Nurses
Five percent (5%) of Salary Schedule for Nurses.

SCHEDULE D

Hourly remuneration for extra duties as assigned:

- | | |
|---|--|
| 1. Substitute Rate | .079% |
| 2. Curriculum Workshops | .079% |
| 3. Summer School and Classroom Driver Education | .079% |
| 4. Virtual on-line instruction housed at the home based school and offered beyond the instructional day | .079% |
| 5. After-school programs (with administrative approval) | .079% |
| 6. <u>Music & Art</u> | .079% |
| a) Band Director, H.S. | - 240 hours upon submission of payroll forms showing hours worked. |
| b) Band Director, M.S. | - 95 hours upon submission of payroll forms showing hours worked. |
| c) Chorus, M.S. | - 30 hours upon submission of payroll forms showing hours worked. |
| d) Elementary Choir | - 15 hours upon submission of payroll forms showing hours worked. |
| e) Elementary Instrumental | - 20 hours upon submission of payroll forms showing hours worked. |
| f) Vocal Music, H.S. | - 95 hours upon submission of payroll forms showing hours worked. |
| g) Elementary Art | - 10 hours upon submission of payroll forms showing hours worked in conjunction with art shows and art convocations. |

SCHEDULE D (Continued)

The hourly rates for the duration of this Agreement will be calculated by multiplying that year's Schedule A Bachelor's degree salary base by the applicable percent as stated above.

*The resulting amount shall be rounded to the nearest \$.10.

SCHEDULE E BUILDING CHAIRPERSONS

This provision shall not be operative for the duration of this Agreement.

<u>Senior High</u>	
Art	\$405
Business Education	729
Foreign Languages	486
Homemaking	405
Industrial Arts	729
Language Arts	729
Mathematics	729
Music	243
Physical Education	729
Science	729
Social Studies	729
 <u>Middle School</u>	
English-Language Arts	\$567
Mathematics	567
Physical Education	567
Reading	567
Science	567
Social Studies	567
Vocational Education	567
 <u>Elementary</u>	
K-3	\$567
4-6	567

Release time shall be provided for Department Chairperson for use in the performance of their building responsibilities. Usage of the release time indicated above must be approved by the building principal.

Release time shall be provided for Department Chairpersons for performance in system-wide meetings held during the normal school day.

Time for system-wide committees and related work after school shall be remunerated at the workshop rate.

Substitutes shall be provided Department Chairpersons in paragraphs one and two above.

If after-school meetings are proposed, an agenda and beginning and ending times will be given well in advance and adhered to.

SCHEDULE F MILEAGE EXPENSE

Refer to Article XIII, Section D.

SCHEDULE G SCHOOL CALENDAR 2008-2009

Teacher Orientation and Professional Development	August 27	Wednesday
Teacher Professional Development Day	August 28	Thursday
Labor Day Break - No School	August 29	Friday
Labor Day - No School	September 1	Monday
K-12 ½ day (No A.M. or P.M. Kdg.)	September 2	Tuesday
K-12 Full Day	September 3	Wednesday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.)	October 31	Friday
District wide inservice - No School	November 4	Tuesday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.)	November 26	Wednesday
Thanksgiving - No School	November 27	Thursday
Thanksgiving Break - No School	November 28	Friday
Classes Resume	December 1	Monday
Last Class Day - Winter Recess	December 19	Friday
Classes Resume	January 5	Monday
K-12 ½ day (No P.M. Kdg.)	January 16	Friday
Martin Luther King, Jr. Day - No School	January 19	Monday
Winter Break - No School	February 16	Monday
Classes Resume	February 23	Monday
K-12 ½ day (No P.M. Kdg.)	March 27	Friday
K-12 ½ day (No P.M. Kdg.)	April 9	Thursday
Good Friday - Spring Recess - No School	April 10	Friday
Classes Resume	April 20	Monday
Memorial Day - No School	May 25	Monday
K-12 ½ Day (No A.M. Kdg., P.M. Kdg. in A.M.)	June 11	Thursday
Last Teacher Day	June 12	Friday

TOTAL PUPIL CLASS DAYS 177
 TOTAL TEACHER DAYS 181

This calendar will provide for one (1) one-half (1/2) day and two (2) full days of Professional Development for all teachers. Forty-five (45) minute weekly release time Professional Development shall be held on Monday mornings all teachers except World of Fours teachers. The forty-five (45) minute late start Mondays shall begin on September 8, 2008 and shall be held for the last time on May 18, 2009.

World of Fours teachers will have full days with no students during the first two (2) days in this calendar. On the second full day with no students, the teachers will hold orientation in the A.M. and in the P.M. The third and fourth days will be full days with students.

Days for inservice and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within 181 day teacher calendar with the following exception: five (5) additional Professional Development days will be offered to teachers outside of the school work day and school calendar for a stipend amount determined by the Board. However, if the State agrees to reimburse the District an amount equal to the full per diem compensation rate for each participant under Section 95 of the State Aid Bill, the Board will pay to teachers who participate in these days a stipend amount equal to their per diem compensation rate for each day they participate. A half-day will be paid at one-half (1/2) of the per diem compensation rate.

This calendar will provide for one (1) one-half (1/2) records day in the afternoon at the end of each marking period for all teachers, excluding World of Fours teachers.

Parent-Teacher Conferences

World of Fours: It is the responsibility of each teacher to arrange a conference with each parent once each semester. The conference should be scheduled for the one day each week when the teacher does not have students.

Elementary: It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school, afternoons, or evenings. For Spring conferences, teachers may contact parents and advise them a parent-teacher conference is not necessary unless desired by the parent. Should a parent desire to have a conference with the teacher, the teacher will make the necessary arrangements.

Developmental Kindergarten, Half-Day Kindergarten, and Full Day Kindergarten: Two (2) half days per section and (1) evening conference per semester. Evening conferences shall not be scheduled to exceed (3) hours. Teachers shall not be required to stay later than his/her last scheduled conference.

D.1-5: Two (2) half days and one (1) evening conference per semester. Evening conferences shall not be scheduled to exceed three (3) hours. Teachers shall not be required to stay later than his/her last scheduled conference.

DK-5 teachers will receive one-half (1/2) day compensable time each semester.

Middle High: Parent-teacher conferences may be scheduled each semester. Teachers will receive one-half (1/2) day compensable time each semester.

Senior High: Parent-teacher conferences may be scheduled each semester. Teachers will receive one-half (1/2) day compensable time each semester.

Senior High Semester and Final Exam Schedule

The exams will be one (1) and one-half (1/2) hours.

- Day 1 - Exam hours 1-2, school dismissed
- Day 2 - Exam hours 3-4, school dismissed
- Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 1,068 instructional hours because of emergency days as defined under Section 101(3) of the School Aid Act, the WEA and Board agree:

1. The make-up hours will be scheduled on the last student day of the school year.
2. If more hours are necessary, the make-up hours will be scheduled on the last teacher day of the school year.
3. Any other necessary hours will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 2009-2010

Teacher Orientation and Professional Development	September 2	Wednesday
Teacher Professional Development Day	September 3	Thursday
Labor Day Break - No School	September 4	Friday
Labor Day - No School	September 7	Monday
K-12 ½ day (No A.M. or P.M. Kdg.)	September 8	Tuesday
K-12 Full Day	September 9	Wednesday
District wide inservice - No School	November 3	Tuesday
K-12 ½ day (No P.M. Kdg.)	November 6	Friday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.)	November 25	Wednesday
Thanksgiving - No School	November 26	Thursday
Thanksgiving Break - No School	November 27	Friday
Classes Resume	November 30	Monday
Last Class Day - Winter Recess	December 18	Friday
Classes Resume	January 4	Monday
Martin Luther King, Jr. Day - No School	January 18	Monday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.)	January 22	Friday
Winter Break - No School	February 15	Monday
Classes Resume	February 22	Monday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.)	March 31	Wednesday
K-12 ½ day (No P.M. Kdg.)	April 1	Thursday
Good Friday - Spring Recess - No School	April 2	Friday
Classes Resume	April 12	Monday
Memorial Day Break - No School	May 28	Friday
Memorial Day - No School	May 31	Monday
K-12 ½ Day (No P.M. Kdg.)	June 17	Thursday
Last Teacher Day	June 18	Friday

TOTAL PUPIL CLASS DAYS 176
 TOTAL TEACHER DAYS 180

This calendar will provide for one (1) one-half (1/2) day and two (2) full days of Professional Development for all teachers. Forty-five (45) minute weekly release time Professional Development shall be held on Monday mornings all teachers except World of Fours teachers. The forty-five (45) minute late start Mondays shall begin on September 14, 2009 and shall be held for the last time on May 24, 2010.

World of Fours teachers will have full days with no students during the first two (2) days in this calendar. On the second full day with no students, the teachers will hold orientation in the A.M. and in the P.M. The third and fourth days will be full days with students.

Days for inservice and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within 181 day teacher calendar with the following exception: five (5) additional Professional Development days will be offered to teachers outside of the school work day and school calendar for a stipend amount determined by the Board. However, if the State agrees to reimburse the District an amount equal to the full per diem compensation rate for each participant under Section 95 of the State Aid Bill, the Board will pay to teachers who participate in these days a stipend amount equal to their per diem compensation rate for each day they participate. A half-day will be paid at one-half (1/2) of the per diem compensation rate.

This calendar will provide for one (1) one-half (1/2) records day in the afternoon at the end of each marking period for all teachers, excluding World of Fours teachers.

Parent-Teacher Conferences

World of Fours: It is the responsibility of each teacher to arrange a conference with each parent once each semester. The conference should be scheduled for the one day each week when the teacher does not have students.

Elementary: It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school, afternoons, or evenings. For Spring conferences, teachers may contact parents and advise them a parent-teacher conference is not necessary unless desired by the parent. Should a parent desire to have a conference with the teacher, the teacher will make the necessary arrangements.

Developmental Kindergarten, Half-Day Kindergarten, and Full Day Kindergarten: Two (2) half days per section and (1) evening conference per semester. Evening conferences shall not be scheduled to exceed (3) hours. Teachers shall not be required to stay later than his/her last scheduled conference.

D.1-5: Two (2) half days and one (1) evening conference per semester. Evening conferences shall not be scheduled to exceed three (3) hours. Teachers shall not be required to stay later than his/her last scheduled conference.

DK-5 teachers will receive one-half (1/2) day compensable time each semester.

Middle High: Parent-teacher conferences may be scheduled each semester. Teachers will receive one-half (1/2) day compensable time each semester.

Senior High: Parent-teacher conferences may be scheduled each semester. Teachers will receive one-half (1/2) day compensable time each semester.

Senior High Semester and Final Exam Schedule

The exams will be one (1) and one-half (1/2) hours.

Day 1 - Exam hours 1-2, school dismissed
Day 2 - Exam hours 3-4, school dismissed
Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 1,068 instructional hours because of emergency days as defined under Section 101(3) of the School Aid Act, the WEA and Board agree:

1. The make-up hours will be scheduled on the last student day of the school year.
2. If more hours are necessary, the make-up hours will be scheduled on the last teacher day of the school year.
3. Any other necessary hours will be mutually agreed to by the WEA and administration.

APPENDIX #1 MACOMB MATH, SCIENCE, TECHNOLOGY MAGNET PROGRAM

1. For posting and placement purposes, the positions will be considered Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. These positions will not have a Schedule C stipend.
2. For purposes of assignment, transfer and surplus, teachers who are part-time at the Magnet and the remainder of their assignment at another school will be assigned to their home base building and not the building where the Magnet is placed. A part-time teacher assigned to a Magnet may choose to return to his/her home base school for a full time position in a subsequent year if s/he has the seniority for a full time position in the home school. A full time teacher at the Magnet will be assigned to the Magnet Center with the assignment designation of Central Office. A full time teacher at the Magnet who chooses to leave the Magnet or who is surplus from the Magnet will not have a home base school. S/he must be placed subsequently according to the provisions of Article IX of the Master Agreement.
3. Teachers in these positions will be subject to the transfer and lay-off procedures of the Master Agreement.
4. Qualification for positions in the Magnet will be according to Article IX, Section C of the Master Agreement. Any preferred qualification determined by the administration will not be a condition of employment.
5. Teachers attendance at workshops will be required, and they will be paid the Schedule D workshop rate. Attendance at workshops will be a condition of assignment to the position.
6. Teachers in the Magnet program will have two (2) days extended contract preceding the beginning of the contractual school year paid at their contractual Schedule A rates.
7. The class size for any class in this Magnet program will not exceed twenty-four (24).
8. Administration will make every attempt to provide inservice through some release time and/or voluntary workshops during the school year.
9. If the Warren Consolidated Schools enters into a consortium agreement with other districts or a State or Federal grant, the administration will discuss the plans with the Association. The administration agrees that the consortium agreement or grant will not supersede the Master Agreement. Further, any conditions related to the Master Agreement will be bargained with the Association.

APPENDIX #2 WCSOA (WARREN CONSOLIDATED SCHOOL OF PERFORMING ARTS)

1. For posting and placement purposes, the positions will be Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. The positions will not have a Schedule C stipend.
2. For purposes of assignment, transfer and surplus, teachers who are part-time at the Magnet and the remainder of their assignment at another school will be assigned to their home base building and not the building where the Magnet is placed. A part-time teacher assigned to a Magnet may choose to return to his/her home base school for a full time position in a subsequent year if s/he has the seniority for a full time position in the home school. A full time teacher at the Magnet will be assigned to the Magnet Center with the assignment designation of Central Office. A full time teacher at the Magnet who chooses to leave the Magnet or who is surplus from the Magnet will not have a home base school. S/he must be placed subsequently according to the provisions of Article IX of the Master Agreement.

APPENDIX #2 WCSIPA (WARREN CONSOLIDATED SCHOOL OF PERFORMING ARTS) (Continued)

3. Teachers in these positions will be subject to the transfer and lay-off procedures of the master agreement.
4. Qualification for positions in the Magnet will be according to Article IX, Section C of the Master Agreement. Any preferred qualification determined by the administration will not be a condition of employment.
5. Teachers attendance at workshops will be required, and they will be paid the Schedule D workshop rate. Attendance at workshops will be a condition of assignment to the position.
6. Teachers in the Magnet program will have three (3) days extended contract preceding the beginning of the contractual school year paid at their contractual Schedule A rates.
7. The total number of students in this program will not exceed eighty (80) students.
8. Administration will make every attempt to provide inservice through some release time and/or voluntary workshops during the school year.
9. If the Warren Consolidated Schools enters into a consortium agreement with other districts or a State or Federal grant, the administration will discuss the plans with the Association. The administration agrees that the consortium agreement or grant will not supersede the Master Agreement. Further, any conditions related to the Master Agreement will be bargained with the Association.

APPENDIX #3 ELEMENTARY CREATIVE AND TALENTED MAGNET CLASSROOMS

1. The only qualifications for a teaching position for these Creative and Talented Magnet classrooms will be an elementary certificate.
2. For posting and placement purposes, the positions will be Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. The positions will not have a Schedule C stipend.
3. Teacher attendance at workshops will be required, and they will be paid the Schedule D workshop rate. Attendance in workshops will be a condition of assignment to the position.
4. Teachers in the position will be subject to the transfer and lay-off procedures of the Master Agreement. Teachers will not be considered a part of the Fillmore staff; they will retain the assignment designation of Central Office.
5. The class size for any class in this program will not exceed twenty-two (22) for fourth and fifth grade and twenty (20) for second and third grade.
6. Teachers in the Elementary Magnet Program will have three (3) extended contract days preceding the beginning of the contractual school year paid at their contractual Schedule A rates.
7. Teachers in their first year assignment in the Elementary Magnet will receive five (5) one-half days of release time per year for program development. All other teachers in the Elementary Magnet will receive three (3) one-half days of release time per year for program development.

APPENDIX #4 CREATIVE AND TALENTED MIDDLE SCHOOL MAGNET

1. The certification and qualification for teaching in the Creative and Talented Middle School Magnet will be the same as in the middle school.
2. For posting and placement purposes, the positions will be Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. The positions will not have a Schedule C stipend.
3. Teachers in the position will be subject to the transfer and lay-off procedures of the Master Agreement, including involuntary transfer.
4. For purposes of future assignment, surplus or voluntary transfer, teachers in this program will not be on the staff where this program is housed. Their assignment designation will be Central Office.
5. The maximum number of students allowed in this program will be ninety (90) students. The student/teacher ratio will be twenty-two (22) students per one (1) teacher. Because of the necessity for flexibility in this program, the individual middle school creative and talented teacher will not have a contractual claim for class size overage payments.
6. Teacher attendance at program development workshops held beyond the school day or work year will be required. They will be paid the Schedule D workshop rates. Attendance at these workshops will be a condition of assignment to the position.
7. Teachers in this program will have three (3) extended contract days preceding the beginning of the contractual school year paid at their contractual Schedule A rates.

APPENDIX #5 TWO WAY INTERACTIVE NETWORK

1. Definitions
 - a. "Telecommunications" or "telecommunications classes" shall be defined as the teaching of students via the Two-Way Interactive System - TWIN.
 - b. "Originating site" shall be defined as the location in which the responsible teacher is located and where the telecommunications class is being taught.
 - c. "Remote site" shall be defined as the location where class instruction is being received via television.
2. Responsibilities
 - a. The originating site teacher will be responsible for the course content, material selection, instruction, testing, evaluation and supervising of students at the originating site and at all remote sites. The originating site teacher will have copy machine access at the remote site(s).
 - b. The remote site will be responsible for assisting the teacher at the teacher's request with book distribution/collection at the beginning and end of the course year, monitoring testing situations, distributing materials, discipline and supervision of students at the remote site. When a bargaining unit member is assigned to the above remote site responsibilities, s/he will be reimbursed at his/her contractual hourly rate.

3. Working Conditions

a. Class size for two remote sites

Total class size, including the originating and remote site(s), will not exceed twenty-one (21) students. The number of students at the remote site(s) will not exceed six (6) per remote site. There will be no more than two remote sites.

b. Class size for one remote site

In the event of one remote site, the following class size will apply:

Total class size, including the originating and remote site, will not exceed twenty-one (21) students. The number of students at the originating site will not exceed eleven (11) students. The number of students at the remote site will not exceed ten (10) students.

The maximum numbers stated in Sections a. or b. above cannot be exceeded. If more students are assigned to the class than the maximums allow, the administration can only apply options a., b., and c. of Article XII, Section 5 of the Master Agreement.

c. Preparation time

The first time a teacher is assigned to teach a TWIN course, s/he will receive one additional preparation period for each TWIN course in the semester preceding the course or the semester the course is being taught.

The originating site administration will schedule the teacher's preparation period in the period preceding the telecommunication class.

d. Equipment

Teachers shall not be responsible for the repair and maintenance of equipment.

e. Training

Initial and on-going training in using telecommunications as an alternative educational delivery system will be made available to teachers who are presenting TWIN classes. Upon initial assignment, the District will provide the teacher with three (3) days of training. If this training occurs outside of the normal school day/year, the teacher will be compensated at his/her contractual hourly rate.

f. Teacher evaluation

The evaluation of teachers using TWIN will be in accordance with Article VIII of the Master Agreement. All evaluation observations will require the physical presence of the evaluator. No evaluation observation will be conducted by electronic means including the use of video tape.

4. Job Security

a. It is not the intent and purpose of the District to reduce the total number of bargaining unit members employed or hours worked as a result of implementation of the TWIN project.

b. Only WEA bargaining unit members will teach TWIN courses and remote site students will not be taught via TWIN by non-bargaining unit members.

APPENDIX #5 TWO WAY INTERACTIVE NETWORK (Continued)

- c. The remote site(s) will only receive the course via TWIN if the remote site(s) does not have twenty-two (22) students enrolled to offer the course at that site in a regular scheduled class.

5. Rebroadcast of Videotape

In accepting any assignment to teach a telecommunications course, the teacher agrees to and acknowledges the following:

- a. Videotapes of a telecommunications class may be utilized for demonstration purposes. However, prior to the District utilizing the videotape for this purpose, it agrees to inform the teacher and consider any objections the teacher may have toward the rebroadcast.

Videotape of a telecommunications class may be used for other purposes by mutual agreement between the Association and the Board.

- b. Videotapes of a telecommunications class may be used for make-up work for all students currently enrolled in the telecommunications class.

APPENDIX #6 PUBLIC SCHOOL ACADEMY/CHARTER SCHOOL

During the term of this Agreement, the School District agrees that it does not intend to establish or operate a public school academy or charter school as defined in the Michigan Statute.

In the event an academy or charter school is established, the contract will be opened for negotiations on this subject.

APPENDIX #7 DISTRICT FORMS

District forms shall be consistent with the intent of the Master Agreement.

APPENDIX #8 CONTINUING EDUCATION UNITS

The administration and WEA will work cooperatively to offer State Board approved Continuing Education Units (CEUs) for staff development activities conducted by the District.

APPENDIX #9 ADDITIONAL FINAL YEAR LONGEVITY

In order to facilitate the planning and staffing of the bargaining unit, the district will pay a \$2,000.00 longevity payment to teachers in their last year of service. The payment will be divided equally among their remaining pays. The teacher must be eligible for retirement under MPSERS and have been employed in WCS for a period of at least ten years.

Notice requirements are as follows:

Teachers must present notice to the district at least eight calendar months before the last day worked in advance of retirement.

APPENDIX #10 ELEMENTARY COUNSELORS

1. Beginning in year 1999-2000, the Board of Education will create elementary counselor positions on the following schedule:
 - 1999-2000 - 4 FTE's
 - 2000-2001 - 2 Additional FTE's
 - 2001-2002 - 2 Additional FTE's
2. It is understood that by year 2001-2002, there will be one counselor per two elementary buildings. Beginning in this year, and any subsequent year, if there are additional buildings, the Board will add a .5 counselor per each additional building.
3. Elementary counselor positions will be Schedule C positions with a \$300.00 stipend.
4. The Board, at its discretion, may take action to reduce or eliminate these positions.

APPENDIX #11 PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL TIME

If the State rules governing the use of professional development time as instructional time or the State requirements for professional development and instructional time year changes during the life of this agreement, the parties will meet to bargain the school calendar and hours of instruction and/or professional development.

APPENDIX #12 MIDDLE SCHOOL RESTRUCTURE COMMITTEE

A committee will be formed to restructure the middle school and will deliver its recommendations in a report no later than May 1, 2003. The committee will be comprised of 2/3 WEA members and 1/3 administrators. The WEA President shall appoint one member from each middle school. The parameters for the committee are as follows:

1. A six period day.
2. Preparation period equal to one class period (1/6 of the instructional day) per day of consecutive minutes. A thirty minute duty free lunch period.
3. Two periods of supervision of fifteen minutes: one period at the beginning of the day; the other period at the end of the day.
4. Teaming is voluntary.

The WEA and the Board Will bargain contractual language that allows implementation of the restructure for the 2003-04 school year.

If the Board decides to implement the positions of Curriculum Leaders and Chairperson of School Improvement and North Central Accreditation in the middle school, the parties will bargain the contractual language for implementation in 2004-05.

APPENDIX #13 ESEA, EDUCATION YES!, AND ADVANCED ED

If ESEA, Education Yes!, or Advanced ED have any impact on wages, hours, terms and/or conditions of employment, the Board must bargain with the WEA.

APPENDIX #14 DUES DEDUCTION FROM PAYROLL CHECKS

During the duration of this agreement, should the MEA require dues deductions be based on a percentage of salary, the Board agrees to implement this new system of dues deductions. Any changes to the Master Agreement necessary for percentage dues shall be bargained between the Association and the Board.

APPENDIX #15 ELEMENTARY SPECIAL SERVICES COMMITTEE

A committee comprised of a majority of Association members will convene to study elementary special services schedules. Half of the Association members will be appointed by the Association President. This committee shall report its findings to the Administrative Consultant and the President of the Association. Any recommendations shall not be adopted unless bargained by the Association and the Board.

APPENDIX #16 CHANGE OF SETUP OF THE ACADEMIC YEAR

Should the district decide to change the setup of the academic year from a quarter/semester schedule to a trimester or other type of schedule, the district agrees to bargain all issues surrounding the change with the WEA.

APPENDIX #17 INTERNATIONAL ACADEMY OF MACOMB/INTERNATIONAL BACCALAUREATE CONSORTIUM

Teachers who apply and are placed at the International Academy of Macomb (IAM) shall be governed by the current Letter of Understanding as agreed to by the Board and the Association. Any items not covered by the Letter of Understanding shall be mutually agreed to by the Association and the district.

APPENDIX #18 PROFESSIONAL LEARNING COMMUNITIES

For the purpose of implementing a Professional Learning Community (PLC) type model, the administration and the Association agree that:

1. All issues that arise from the implementation of decisions made by PLC groups shall be resolved jointly between the administration and the Association.
2. It is recognized that the implementation of the model shall not violate this agreement.
3. The district shall provide professional development time for the development and implementation of PLC activities.

APPENDIX #19 CO-TEACHING

A committee comprised of a majority of Association members will convene monthly to review current district practices involving co-teaching among special education and regular education teachers. Half of the Association members will be appointed by the Association President. This committee shall report its findings to the Administrative Consultant and the President of the Association. Any recommendations shall not be adopted unless mutually agreed to by the Association and the Board.

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