



2002-2005

Collective Bargaining Agreement

between

Willow Run Board of Education

and

**Washtenaw County Education
Association**

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AGREEMENT

BETWEEN

THE WILLOW RUN BOARD OF EDUCATION

AND

THE WASHTENAW COUNTY EDUCATION ASSOCIATION

This Agreement entered into this 22nd day of June 2004 by and between the Board of Education of the Willow Run Community Schools, Washtenaw County, hereinafter called "The Board" and the Washtenaw County Education Association, Willow Run Education Association, Michigan Education Association, National Education Association (WCEA/WREA/MEA/NEA), hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1: RECOGNITION

- 1.0100 The Board of Education hereby recognizes the Washtenaw County Education Association as the exclusive bargaining representative as defined in Section II of Act 336; Public Acts of 1947, as amended, for all regularly employed professional personnel under a teacher contract of employment and/or on Board approved leave including nurses, counselors, social workers and psychologists, attendance officers and athletic director. Such representation shall exclude the superintendent, assistant superintendents, building administrators, assistant building administrators, administrative assistants; central office communication employees, business manager, per diem appointments and substitutes, persons employed solely in extra-curricular positions and any person engaged at least 50% of the time in the direct administration and supervision of professional personnel.
- 1.0200 For the purposes of this contract and limited to this contract, only the term "Local Unit" shall mean that group of regularly employed personnel of the Willow Run Community School District, under a teacher contract of employment, who are represented by the WCEA.
- 1.0300 The term "teacher" as used in this contract shall refer only to employees of the Willow Run Community School District who are under a teacher contract of employment and are represented by the WCEA.
- 1.0400 The terms and conditions of this Agreement, unless clearly and expressly stated otherwise, shall apply specifically to that group of employees of the Willow Run Community School District who are represented by the WCEA.
- 1.0500 The term "Board" shall include its officers and agents.
- 1.0600 The Board agrees not to negotiate with any teachers' organization other than that designated herein as the representative pursuant to Act 336, PA of 1947 for the duration of this Agreement.

ARTICLE 2: LOCAL UNIT/ASSOCIATION RIGHTS

- 2.0100 The Association as the exclusive bargaining representative shall be the only teacher organization, through the members of the Local Unit as defined in Article 1, to have the use of school mails and designated bulletin boards or be entitled to dues deductions.
- 2.0200 SCHOOL BUILDING USAGE
- 2.0210 The members of the Local Unit shall be permitted to use school building facilities at any reasonable hours for Association meetings, except during regularly scheduled class hours, upon application to and approval of the appropriate building administrator. General membership meetings and other large group meetings must be applied for and be approved by the Director of Community Services or his/her designee forty-eight (48) hours in advance. Said meetings or any Association business shall not interfere with the operation of the school or other scheduled activities or a teacher's duties and responsibilities.
- 2.0220 Applications for school building usage shall be made in accordance with existing Board of Education building use policy.
- 2.0300 The members of the Local Unit shall have the right to use school equipment, except for office machines reserved for personal use of the office staff, for official Association business provided such does not interfere with school operation of the equipment. The Local Unit shall pay for the actual cost of materials incidental to such use.
- 2.0400 The Board agrees to make available to the Local Unit information which is available to the general public concerning financial resources of the district; annual financial reports and audits; authorized budget reports; agendas and minutes of all Board meetings; authorized treasurer's reports; available census and membership data; names and addresses of all teachers, and such other information as is available to the general public. The Local Unit Director shall be notified in writing of a teacher's name, address, phone number, and assignment when hired into or leaving employment and the effective date thereof within ten (10) teacher workdays if within the school year, or within fourteen (14) calendar days if during the summer.
- 2.0500 The Willow Run Board of Education or its representatives agree upon request to meet with the Local Unit to discuss administration of the Collective Bargaining Agreement and implementation of new programs or revision of programs affecting the teachers. These meetings shall not bypass the negotiation or grievance procedure. However, contract revision may be made, when warranted, as a result of these meetings with mutual consent. Agenda items must be furnished to the appropriate administrator no later than the Friday preceding the date of the scheduled meeting.

- 2.0600 The Board agrees that the Director of the Local Unit shall be entitled to release time without loss of pay to conduct business that promotes the smooth operation of the school district for either the last class period of each day, including subsequent duty time, if the Local Unit Director is teaching in a secondary school, or one (1) whole day or two (2) half-days per week as mutually scheduled with the teacher and the principal if the Local Unit Director is teaching in an elementary school. Any additional time required by the Local Unit Director or his/her agent must be authorized by the Superintendent or his/her designee, with the Local Unit assuming the cost of the substitute for this additional time.
- 2.0700 All teachers as a condition of continued employment shall within 30 days from the date of commencement of teaching duties and/or responsibilities either:
- 2.0710 Sign and deliver to the Board an assignment authorizing deduction of membership dues (including the local, state and National Education Associations) and such authorization shall continue from year to year unless revoked in writing. The Local Unit shall deliver to the Superintendent on or before the 6th day of September of each year of this contract a written statement specifying the amount of the membership dues with the local, state and national dues stated separately. The amount of deductions shall not be subject to change during the entire school year. It is expressly understood the Board is not required to deduct any assessment under the terms of this Article and need honor only one (1) authorization per year per teacher; or
- 2.0720 Sign and deliver to the Board an assignment authorizing deduction of a financial responsibility fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement which shall be equal to the membership dues as specified by the Association.
- 2.0800 At the teacher's option, the regular dues or the non-member's financial responsibility fee shall be paid in one (1) lump sum within 30 days from the commencement of service or shall be deducted together as one (1) deduction, in ten (10) equal monthly installments. The Board will promptly remit to the Local Unit once each month all moneys so deducted, accompanied by the list of teachers from whom the deductions have been made. Exceptions shall be made on an individual basis only for new employees hired after the beginning of the school year who shall only be required to pay a pro-rata amount. Regularly employed part-time employees shall only be required to pay a pro-rata amount. The Local Unit shall be responsible for disbursements of WCEA, MEA and NEA dues paid to it to the Treasurers of those organizations.
- 2.0900 Any teacher who elects to pay a financial responsibility fee in lieu of joining the Association shall be provided by the Association the same liability insurance coverage as is afforded to Association members in addition to full representation rights and all other benefits afforded to WCEA members with the exception of participation and voting rights in Association business and holding offices in the Association.

- 2.1000 In the event that neither of the provisions of Paragraph 2.0700 is met by a teacher, the Board shall terminate the employment of such teacher in accordance with the procedure set forth below. The parties expressly recognize that the refusal of any teacher to contribute fairly to the cost of negotiation and administration of this Agreement is just and reasonable cause for discharge from employment.
- 2.1100 The procedure in all cases of discharge for violation of this Article shall be as follows:
- 2.1110 The Association shall notify the teacher of non-compliance by certified mail, return receipt requested, with a copy to the Board of Education of such notification. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
- 2.1120 If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- 2.1130 The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provision of the Michigan Teachers' Tenure Act, all proceedings shall be in accordance with said Act. A teacher found to have refused to comply with the provisions of this Article shall be terminated effective at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that the dues or the non-member's financial responsibility fee has been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a teacher whose services have been discontinued under the terms of this Article, neither the Association nor the teacher shall have the right to withdraw said complaint since the Board has a reasonable right to replace said teacher. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues or financial responsibility fee.
- 2.1200 In the event of a dispute over payments of dues or financial responsibility fee, the teacher must seek his/her remedy from the Local Unit or the Association. All refunds claimed for deductions under such dues authorization shall lie solely with the Local Unit or the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- 2.1300 Any dispute between the Local Unit or Washtenaw County Education Association and the Board, which may arise as to whether or not an employee properly executed

or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by the Superintendent or his/her designee and the Local Unit. Deductions will continue until the dispute has been resolved, at which time the Local Unit or Washtenaw County Education Association shall be responsible for the reimbursing of any funds due the employee. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

2.1400 The rights granted herein to the Local Unit and/or the Association shall not be granted or extended to any competing teacher labor organization unless granting of such rights by the Board is pursuant to any state or federal law.

2.1500 The Local Unit and the Association will save the Board harmless from any and all costs, including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

ARTICLE 3: TEACHER RIGHTS

- 3.0100 Pursuant to the Michigan Employment Relations Act as amended, the Board hereby agrees that it will accord each teacher his/her full rights with respect to hours, wages, terms, conditions of employment, race, creed, national origin, age, sex or marital status.
- 3.0200 Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights or responsibilities he/she may have under the Michigan General School Laws and the Teachers' Tenure Act. The rights granted to and the responsibilities assumed by teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.0300 No religious or political activities of any teacher, or the lack thereof, off school property, and outside school hours, and apart from school activities, shall be grounds for any discipline with respect to the professional employment of such teacher except where the same shall have an adverse effect upon the pupil-teacher relationship. The private personal life of any teacher is not normally the concern of the Board, except where the same will have an adverse effect upon the pupil-teacher relationship or be detrimental to the Board or Association.
- 3.0400 Four times each year, teachers shall have the right to sign and deliver to the Board an assignment authorizing salary deductions for credit union payments, United Fund, insurance annuities with existing carriers, savings bonds, MEA-R, MEA/NEA PAC dues and other purposes as may be mutually agreed upon.
- 3.0500 Teachers shall comply with policies, rules and regulations adopted by the Board. Teachers shall exercise reasonable judgment and assume responsibility for the equipment they use.
- 3.0600 Teachers agree to notify the Board as soon as possible of any intent to terminate employment with the district.
- 3.0700 A teacher shall not be required to drive a school bus as part of his/her regular assignment. A teacher shall not transport students in his/her personal automobile. Those teachers specifically required by the Board of Education or its agents to engage in these activities will be provided liability coverage for the students by the Board of Education to the extent required by law. The teacher involved shall be required to apply for and receive at least 48-hour prior written approval by the Superintendent or his/her designee before utilizing parents to transport students.
- 3.0800 The administration agrees to notify a teacher as soon as possible in writing whenever a Freedom of Information Act (FOIA) request is received requesting the individual personnel file in whole or in part.

3.0900 BUILDING ADMINISTRATOR ADVISORY COMMITTEE

- 3.0910 In each building, a representative advisory shall be established through an election process by its teaching staff. This election is to be conducted by the local building representative(s) and the building administrator for each building. This committee will meet on a regular basis with at least one (1) meeting being held each month. Meeting dates and times shall be established by mutual agreement of the elected representatives and building administrator. The building administrator may prepare an agenda prior to the scheduled meeting time with input from the representatives.
- 3.0920 This Article shall not limit the Board's rights to establish district-wide or building policies or the building administrator's responsibility for final decisions.
- 3.0930 The responsibility of the committee shall be advisory to the building administrator in establishing building regulations, improving communications and resolving concerns. At the secondary level, those committees shall consist of building administrators, or his/her administrative designee, local unit building representatives, and five teachers representing various departments. At the elementary school level, those committees shall consist of the building administrator, local unit building representatives and at least one, not to exceed two (2), teachers at each level (lower elementary and upper elementary).
- 3.1000 During the period of a teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created, or devised by such teacher, which work has been written, composed, developed, created or devised by such teacher wholly upon his/her own personal time without aid or assistance from the school district.
- 3.1100 A teacher's personal file maintained by his/her building administrator shall be purged before a different building administrator takes charge of a building and all materials in the nature of reprimands, complaints, and corrective action which involves a single occurrence shall be discarded if such items are one (1) year or more old.
- 3.1200 Each teacher shall have the right to review, in the presence of an administrator, the contents of his/her own central office personnel file and will be given a copy of any material to be placed therein at the cost of paper for reproduction with the exception of any confidential credentials from colleges, or placement bureaus. A representative of the Local Unit, at the request of the teacher, may accompany the teacher in this review. No material that is inappropriate or in error shall be placed in the teacher's central office personnel file.

ARTICLE 4: BOARD RIGHTS AND RESPONSIBILITIES

The Board retains the authority and responsibility to manage and direct on behalf of the public all the operations and activities of the school district, except as specifically limited by this Agreement.

ARTICLE 5: TEACHING HOURS

- 5.0100 The teachers' workday will consist of seven (7) hours and ten (10) minutes, including lunch period, according to the schedule set for each building by the Board or its representatives. The following conditions shall prevail:
- 5.0200 **ELEMENTARY SCHEDULE**
- 5.0210 The teachers' instructional day shall consist of 384 minutes per day excluding designated duty time and the thirty (30) minute duty free lunch period.
- 5.0220 During the five (5) minutes prior to the scheduled lunch period, each teacher shall prepare and escort his/her class to the designated food service area on a rotating basis as scheduled by the building administrator.
- 5.0230 Teachers shall have a duty free uninterrupted lunch period of at least thirty (30) minutes as scheduled by the building administrator. Teachers shall be at their duty stations at the conclusion of the lunch period.
- 5.0240 **PLANNING TIME**
- 5.0241 Elementary teachers shall have a guarantee of not less than 240 minutes per week of planning time as a result of their classes receiving instruction from various teaching specialists. In the event the Board decreases the amount of planning time afforded as a result of the teacher's class receiving instruction from various teaching specialists, the teacher shall, at the start of the school day, be provided the daily equivalent of the time lost and the teacher's student contact time shall not be increased over the 384 minutes per day excluding designated duty time and the thirty (30) minute duty free lunch period.
- 5.0250 All elementary teachers may have two (2) fifteen minute recess periods per day (one in the A.M. and one in the P.M.) as scheduled by the building administrator. Such recess periods may be taken within an hour time period (one in the A.M. and one in the P.M.) as scheduled by the building administrator.
- 5.0260 **UNIFIED ARTS TEACHERS**
- 5.0261 Unified Arts teachers will be allotted passing time of five (5) minutes between classes. The unified arts teacher's classes will begin the first full day students are in attendance and will conclude on the last full day students are in attendance.

5.0300 MIDDLE SCHOOL SCHEDULE

- 5.0310 All middle school teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes as scheduled by the building administrator. Instructional time and associated passing time requiring supervision of students as assigned shall not exceed a total of five (5) periods of sixty (60) minutes each per teacher, with the exception of first hour, which shall not exceed sixty-six (66) minutes. Each middle school teacher shall have one (1) class period per day for planning. Middle school teachers shall not be required to teach more than four (4) consecutive periods. Lunch period shall constitute a break in the teaching schedule.
- 5.0320 Teachers assigned to teach four (4) or more different courses shall receive a stipend of \$250 per additional assignment that lasts a full year or \$125 per additional assignment that lasts a semester.
- 5.0330 During regularly scheduled elementary instructional media center time, the classroom teacher shall not be required to remain with the class if a certified media specialist is providing the instruction. Teachers shall not send entire classes to media centers for study hall purposes.
- 5.0340 At the discretion of the building administrator, up to nine (9) full instructional days at the end of the school year, free of contact with the students, may be granted to the media specialist for the purpose of taking inventory and processing materials.

5.0400 HIGH SCHOOL SCHEDULE

- 5.0410 All high school teachers shall have a duty-free, uninterrupted lunch period of at least thirty (30) minutes as scheduled by the building administrator. Instructional time and associated passing time requiring supervision of students as assigned shall not exceed a total of five (5) periods of sixty (60) minutes each per teacher, with the exception of first hour, which shall not exceed sixty-nine (69) minutes. High school teachers shall have one (1) class period per day for planning. High school teachers shall not be required to teach more than four (4) consecutive periods. Lunch period shall constitute a break in the teaching schedule.
- 5.0420 Teachers assigned to teach four (4) or more different courses shall receive a stipend of \$250 per additional assignment that lasts a full year or \$125 per additional assignment that last a semester.
- 5.0500 All time, except lunch period, shall be used for appropriate school business and teaching responsibilities including student supervision and control.
- 5.0600 As part of their normal teaching duties, teachers are expected to participate in after-school meetings and activities such as professional development, PTA, teacher

meetings, commencement, open house and other similar school activities as may be considered part of the teacher's professional responsibilities.

5.0700 SPECIAL SERVICE TEACHING PERSONNEL

5.0710 All elementary special service teaching personnel such as vocal and instrumental music, physical education, elementary art, Title I, special education teachers, and media specialists who have the responsibility of a regular group of students all day shall be provided with planning time comparable to that of regular elementary classroom teachers. All special service teaching personnel such as speech and language pathologists, teacher consultants, counselors, social workers, and school psychologists who do not have a regular group of the same students every day shall provide their own planning time within their schedule.

5.0715 All special education programs shall be governed by Department of Education rules 340.1735.

5.0720 Special service teachers shall not be called upon to substitute for absent classroom teachers except in emergency situations.

5.0725 When supportive service teachers must substitute for the classroom teacher in cases of emergency, said teachers will not be expected to carry on their regularly scheduled duties.

5.0730 When special service teachers are required to travel between schools, the necessary travel time shall be scheduled outside the lunch period or preparation time. When special service teachers are required to change schools during the day, they shall be provided with adequate set-up time at the arriving school when necessary. When special service teachers are required to travel between schools during the school day, such travel time shall not be counted as a part of the lunch period or of the planning time.

5.0740 The Board will make a good faith effort to provide qualified substitutes for all teachers including special service personnel, when absent, who have a regularly assigned group of students.

5.0750 A special service teacher shall be excused by the building administrator from building meetings, if a meeting conflict exists, in order to attend a meeting in his/her special area.

5.0760 The Board shall make a good faith effort to provide a full time, qualified social worker for each school.

5.0800 PROFESSIONAL DEVELOPMENT

5.0810 All teachers may have at least two (2) half days per year for professional development, curriculum, or any other purpose deemed beneficial by the

building administrator and teachers of the building with the approval of the Superintendent.

- 5.0820 Teachers shall reserve one (1) hour twice each month for faculty meetings, the dates for which shall be on the same day of the week as early release days. Additional staff meetings may be called by mutual consent of the building administrator and the building representative(s). The length of meetings may be extended by mutual agreement. In case of a crisis, special staff meetings may be called by the administration.
- 5.0830 Excluding all half days, on Tuesday of each week, students will be dismissed one (1) hour early in order to provide professional development time. Some of these days may be used for interbuilding and/or district level professional development activities. A professional development activity is any activity that (1) is consistent with the school improvement plan and/or the building staff development plan and (2) is not an extension of the individual planning time described earlier in this Article.
- 5.0840 One two-hour after-school session in the fall and one two-hour after-school session in the spring that normally would be used for a faculty meeting and professional development, as outlined in sections 5.0820 and 5.0830, shall be reserved for teachers to prepare for parent/teacher conferences. These dates will be determined by each building administrator and staff.
- 5.0850 One two-hour after-school session in June that normally would be used for a faculty meeting and professional development, as outlined in sections 5.0820 and 5.0830, shall be reserved for teachers to prepare end-of-the-year records. One one-hour after-school session in June that normally would be used for professional development, as outlined in section 5.0830, shall be reserved for a faculty meeting, as outlined in section 5.0820
- 5.0860 Teachers shall have input into the planning of scheduled professional development activities. The professional development half days in the spring and fall will be jointly planned and scheduled by the administration and W.R.E.A.

ARTICLE 6: TEACHING CONDITIONS

6.0100 DESIRABLE MAXIMA

6.0110 ELEMENTARY

6.0111 A class enrollment of twenty-five (25) pupils in kindergarten, first, second and third grade, and twenty-seven (27) in fourth and fifth grade is recognized as a desirable maximum. In cases where enrollment exceeds this figure, the teacher and the principal shall meet to resolve the situation, subject to the finances and facilities of the school district.

6.0112 The principal will, to the extent possible, maintain level class sizes within each grade level within his/her school as soon as practicable.

6.0120 HIGH SCHOOL AND MIDDLE SCHOOL: In general, a class of twenty-nine (29) is recognized as a desirable maximum. Exceptions shall include classes which for reasons of their nature should be smaller (special education, remedial reading, classes with only a certain number of teaching stations) or where larger numbers may serve a useful function (music, physical education). Recognizing that numbers lower than thirty-eight (38) may be desirable, an adjustment conference shall be held as stated in the following paragraph when physical education classes exceed this number.

6.0200 An adjustment conference shall be held by the teacher and the principal or his/her designee when the number in any class exceeds the recommended maximum with resolution subject to the finances and facilities of the school district.

6.0300 STIPENDS FOR EXCESS CLASS SIZES

6.0310 ELEMENTARY

6.0311 In grades kindergarten through three, when class enrollments exceed a total of twenty-seven (27) pupils per class the teacher affected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies.

6.0312 In grades four and five, when class enrollments exceed a total of twenty-nine (29) pupils per class the teacher affected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and

be afforded \$175.00 to purchase additional instructional supplies.

6.0313 In addition to this, when class enrollments exceed a total of thirty (30) pupils per class, the teacher affected will, at his/her option: (A) be afforded \$350.00 to purchase additional instruction supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies; or (C) be afforded the use of a half-time building aide (not to exceed fifteen (15) hours per week) to assist in his/her classroom. If the enrollment drops below thirty (30) pupils and remains at that level for more than twenty (20) school days, the aide will be removed from the room.

6.0320 MIDDLE SCHOOL

6.0321 When class enrollments in grade six (6) exceed a total of thirty (30) pupils per class, the teacher effected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies.

6.0322 In addition to this, when enrollments exceed a total of thirty-one (31) pupils per class, the teacher affected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies; or (C) be afforded the use of a half-time building aide (not to exceed fifteen (15) hours per week) to assist in his/her classroom. If the enrollment drops below thirty-one (31) pupils and remains at that level for more than twenty (20) school days, the aide will be removed from the room.

6.0323 When class enrollments in grades seven (7) and eight (8) exceed a total of thirty-two (32) pupils in more than two (2) classes at the middle school, the teacher effected will, at his/her discretion: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies.

6.0324 In addition to this, when class enrollments in grades seven (7) and eight (8) exceed a total of thirty-three (33) pupils in more than two (2) classes, the teacher affected at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies; or (C) be afforded the use of a half-time building aide (not to exceed fifteen (15) hours per week) to assist in his/her classroom. If

the enrollment drops below thirty-three (33) pupils and remains at that level for more than twenty (20) school days, the aide will be removed from the room.

6.0330 HIGH SCHOOL

6.0331 When class enrollments exceed a total of thirty-four (34) pupils in more than two (2) classes at the high school, the teacher effected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies.

6.0332 In addition to this, when class enrollments exceed a total of thirty-five (35) pupils in more than two (2) classes, the teacher affected at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies; or (C) be afforded the use of a half-time building aide (not to exceed fifteen (15) hours per week) to assist in his/her classroom. If enrollment drops below thirty-five (35) pupils and remains at that level for more than twenty (20) school days, the aide will be removed from the room.

6.0340 Supplies, equipment and/or furniture, when requested and awarded, will remain with the teacher, at his/her option in the case of voluntary or involuntary transfer to any site in the district.

6.0350 ELEMENTARY, MIDDLE SCHOOL, AND HIGH SCHOOL

6.0351 The foregoing provisions do not apply to classes where larger numbers may serve a useful function such as music, gym, etc.

6.0352 The foregoing provisions also do not apply until the second Friday after the Fall Student Count Day for the first semester at the high school or until the Fall Student Count Day at the elementary and middle schools.

6.0353 Teachers having one (1) or more certified special education students (students receiving speech therapy only will not be counted) may, as determined by the Board of Education, have their individual classes decreased in size by the equivalent of one (1) student for each certified special education student depending on the nature and seriousness of the disability. Further, the building administrator will meet with the teacher to discuss the class load/composition and will take into consideration the number of special education students assigned to a class when placing new students. Within two (2) weeks after the Fall Student Count Day, the district will

provide the Local Unit Director a listing of all class sizes in the district according to the class level(s), subject and or discipline(s).

6.0354 When determining student placements, the principal will attempt to equalize the distribution of certified special education students.

6.0355 District special education class size maxima are determined by sections 340.1734 through 340.1749c of the Michigan State Board of Education Revised Administrative Rules for Special Education. In the event that the District has complied with the deviation rule (340.1734) and, consequently, a special education teacher's caseload exceeds the State's maxima for more than 30 school days, the teacher affected will, at his/her option: (A) be afforded \$350.00 to purchase additional instructional supplies; or (B) receive a stipend of \$175.00 and be afforded \$175.00 to purchase additional instructional supplies.

6.0400 The parties will confer from time to time for the purpose of improving the selection and use of instructional material and equipment for recommendation to the Board. The Board shall attempt, when adopting new instructional materials used in the school district, to select without prejudice those that reflect the culturally pluralistic nature of our society and equality of sexes. The testing committee shall review and appraise testing programs and will make recommendations to the Board's designee relative to the revision, use and interpretation of the same and the distribution of test data as the testing programs related to our culturally pluralistic society.

6.0410 If instructional budgets within a school are to be adjusted during the school year, the particular individuals affected shall be informed prior to the adjustment when practicable.

6.0500 The Board shall provide the following, subject to the finances of the school district as determined by the Board of Education.

6.0510 FACILITIES

6.0511 A separate desk for each teacher and a filing cabinet.

6.0512 A place for each teacher to store personal articles.

6.0513 Adequate chalkboard space in each classroom.

6.0514 Adequate storage space in each classroom with a lockable cupboard or drawer as needed, and adequate, moveable shelving for instructional supplies, as needed.

- 6.0515 A teacher-professional library in each school.
- 6.0516 A wall mirror for speech pathologists. The mirror shall be located in a room free from sound contamination when practicable.
- 6.0517 Adequate space shall be provided in one (1) location for all speech teachers to meet and keep files, materials, and desks.
- 6.0518 Curtains or shades in all classrooms and in good condition and working order.

6.0520 EQUIPMENT

- 6.0521 Phones in secondary counseling offices for professional use.
- 6.0522 One (1) computer and one (1) copy machine for every fifteen (15) teachers or major fraction thereof. The Board shall furnish each media center with an elite typewriter, and make available in each school, and maintain at a workable level, adequate copying facilities.
- 6.0523 Reproduction equipment to aid teachers in the preparation of instructional materials.

6.0530 SUPPLIES

- 6.0531 Teachers' editions of all texts used in each of the courses he/she is teaching. Copies shall be provided for use by student teachers in courses in which they assist.
- 6.0532 A collegiate dictionary shall be made available to each teacher who requests one.
- 6.0533 Teachers shall be provided with necessary instructional supplies, paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility. Teachers must make their needs known by submitting a written request on a teacher's requisition form to the building administrator for approval. Supplies will be issued only on the basis of an approved requisition.
- 6.0534 Upon written request by a teacher with approval of a building administrator, gym uniforms and tank suits for physical education teachers and lab coats for secondary art, science, vocational and industrial education teachers will be provided. Laundering service for school owned clothing will be made available, at no cost to the teacher, at the school laundry located at the high school.

- 6.0600 The Board shall make available, in each school, separate lavatory facilities for adult use during school hours. At least one (1) room, appropriately furnished, shall be reserved for use as a staff lounge. The staff shall be responsible for the orderliness and professional atmosphere of the lounges.
- 6.0700 There shall be a phone in each school where privacy is assured for professional use. In those offices where student assistants are used, they shall be fully informed as to the restrictions on their use of the phone.
- 6.0800 In schools where it is requested by the teaching staff, a vending machine for beverages will be authorized for school staff use. Arrangements for maintenance and proceeds shall be the responsibility of the school teaching staff. Student use of this facility shall be prohibited.
- 6.0900 Off street paved parking facilities kept as clean and in good repair as practicable shall be made available to teachers for their use during duty hours. Such repair and cleaning shall be subject to the finances of the school district.
- 6.1400 OTHER STIPENDS
- 6.1410 ELEMENTARY: Elementary classroom teachers assigned to teach a combination of two (2) or more grades in the same room shall receive in addition to his/her regular salary, \$2,750.00, prorated according to the time assigned to teach said combination class. Excluded from this provision are ungraded classes, team teaching programs, special service classes, and special education classes.
- 6.1420 SECONDARY
- 6.1421 The teachers in any department containing more than five (5) members at the middle school in grades seven (7) and eight (8) inclusive or at the high school in grades nine (9) through twelve (12) inclusive shall each year select from among their numbers a department chairperson. In addition, at the middle school, teachers at the sixth (6th) grade level shall also select a department chairperson for that grade level. Those departments of a school having five (5) or less members shall be combined with similar departments as determined by the building administrator and each year shall select from among their number a chairperson. The chairperson shall be approved by the building administrator. In case of disapproval, the affected teacher will be given the reason in writing. One (1) chairperson shall be selected from among the middle school and high school music teachers who shall be approved by the administrators. Department chairpersons shall be members of the Building Curriculum Committee and the representatives to the W.R.S.I. Committee shall be members of the Building

Curriculum Committee whether they are department chairpersons or not.

6.1422 The department chairperson has responsibility for the coordination of program and materials within the department and with the chairperson of the similar department in the other secondary building. Such coordinators shall be approved by the building administrator(s). The chairperson shall also serve as an instructional liaison person between the teachers and the administration. However, such chairperson shall not be required to participate in evaluation or recommendations which might have an effect upon a teacher's employment status. The department chairperson shall be accountable to the appropriate building administrator(s).

6.1423 A teacher serving as department chairperson shall receive 3.5% of his/her contracted salary.

6.1500 The Board realizes the importance of transitional bilingual education for:

6.1510 Those students whose native tongue is a language other than English and who are incapable of performing required classroom work in English.

6.1520 The Local Unit may make recommendations concerning the development of a bilingual program to the Superintendent and/or his/her designee.

ARTICLE 7: QUALIFICATIONS

7.0100 No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate except for vocationally certified teachers, except with State Board of Education approval.

7.0200 Since pupils are entitled to be taught by teachers who are competent, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study and the Local Unit shall be provided with a written statement of reasons in the event such assignment is made.

ARTICLE 8: ASSIGNMENTS

For purposes of Article 8, the term "qualification" shall be defined to incorporate the following:

1. Michigan Teacher Certification
2. North Central Accreditation Standards
3. Possession of a major or minor in the subject area and/or previous experience in the subject area/grade level.

8.0100 ASSIGNMENTS

- 8.0110 An assignment consists of the grade(s) / class(es) / course(s) / duty (duties) to which a member of the bargaining unit has been assigned within a specific building(s) or program(s).
- 8.0120 All teachers shall be given written notice of their tentative schedules/classroom assignments/course titles for the forthcoming year no later than the preceding first day of June.
- 8.0130 Any teacher not receiving a written notice of his/her assignment may assume that he/she will be assigned the same schedule for the forthcoming school year.
- 8.0140 In the event that changes in such schedules are proposed or necessary as determined by the administration, the teachers affected will be notified within five (5) work days of such decision having been made or as soon as practicable. Such notice will be mailed to the teacher's last known mailing address that has been provided by the teacher to the Office of Human Resources. This mailed communication shall be considered sufficient notice under this provision.
- 8.0150 If schedule changes are made after the Fourth Friday, the administration may grant the affected teacher release time or compensation for an extended work day in order to develop course outlines, secure materials and perform other tasks.

8.0200 ASSIGNMENT REQUESTS

- 8.0210 Requests by a teacher for an assignment preference for the forthcoming school year shall be made in writing to the Director of Human Resources and a copy to the building administrator or program director no later than March 15th. Not requesting an assignment change means a teacher wishes to remain in the same assignment.

- 8.0220 The request shall include the assignment sought and the applicant's qualifications and certification. Requests must be renewed once each year to assure active consideration by the Board. Such requests will be reviewed twice annually by the administration.
- 8.0230 Requests for assignments within the building or program will be determined by the building or program administrator whichever person is appropriate. Requests for assignment will be considered based upon certification, seniority and qualification.
- 8.0240 No assignment requests shall be considered until all teachers within the building and/or program have been assigned.
- 8.0300 INVOLUNTARY ASSIGNMENTS
- 8.0310 Teachers may be involuntarily assigned, as determined by the administration, e.g., to prevent undue disruption of the instructional program. The administration will provide an opportunity for a conference with the affected teacher(s) prior to making an involuntary assignment.
- 8.0320 Involuntary assignments shall be governed by certification, qualification, competency, experience and seniority.
- 8.0330 The building administrator shall notify the affected teacher(s) of the involuntary assignment(s) as soon as practicable. At the written request of the teacher, the administrator will provide a written statement of rationale and the opportunity for a conference when a change in assignment occurs.
- 8.0340 An involuntarily assigned teacher will be given consideration for return to his/her former position or similar position at the end of the school year upon annual written request to the administration.
- 8.0400 ADDITIONAL ASSIGNMENTS
- 8.0410 Any assignments in addition to the normal teaching schedule, including adult education courses, driver education and summer school courses and teacher camp assistant shall be with the consent of the teacher. First consideration in making such assignments will be given to qualified teachers regularly employed in the district who make application to the Office of Human Resources within the posting deadline. Such assignments shall be filled on the basis of certification, qualification, competency, and experience, and assigned on an annual basis.
- 8.0420 In the event of a conflict in schedules, the teacher's regular teaching responsibilities shall take precedence over additional assignments unless the teacher is expressly excused from his/her regular professional obligations by the administration.
- 8.0500 COMPOSITION OF TEACHER WORK FORCE

- 8.0510 The Board shall comply with Michigan Civil Rights Commission memorandum of August 25, 1972, as it relates to staffing. This memorandum is an advisory document.
- 8.0520 The Board shall make a concerted effort to increase and maintain a balance of ethnic, racial and gender composition of the teacher work force that reflects the ethnic, racial and gender composition of the student population.

ARTICLE 9: VACANCIES/TRANSFERS/PROMOTIONS

For purposes of Article 9, the term "qualification" shall be defined to incorporate the following:

1. Michigan Teacher Certification;
2. North Central Accreditation Standards;
3. Possession of a major or minor in the subject area and/or previous experience in the subject area/grade level.

9.0100 VACANCIES

9.0110 A vacancy is an unoccupied position for which there is no unassigned certified and qualified teacher within a program or building.

9.0120 When administrative or teaching positions become vacant, the Board shall notify the Local Unit Director no less than two (2) weeks before filling the position and shall post the position, unless such position is to be filled on a temporary basis or in case of an emergency, in which case the reasons necessitating the emergency will be provided to the Director of the Local Unit in writing as soon as practicable.

9.0121 The following positions shall be posted for ten (10) workdays on a designated bulletin board in each Willow Run school building:

- administrative;
- teaching;
- district level extra-curricular;
- athletics.

9.0122 The following positions shall be posted for five (5) workdays on a designated bulletin board in the affected building:

- one-sixth (1/6) rider;
- building level extra-curricular.

9.0123 Any such vacancy that occurs between the end of the school year and the beginning of the next shall be posted in the Central Administration Office, with a notice of said posting mailed to the Director of the Local Unit and to Local Unit Building Representatives.

9.0124 Vacancies shall be filled on the basis of certification, qualification, competency, experience and seniority. Applicants, presently employed, with any service within the district shall be given consideration before applicants from outside the district.

- 9.0130 The Local Unit of the Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption of the existing instructional program. If the Superintendent in his/her reasonable judgment, as determined by the Board of Education, so decides, such vacancy may be filled on a temporary basis until the end of the normal school year at which time the position will be considered vacant. Such vacancy, although temporarily filled, shall be posted for the following school year except in those cases in which, at the discretion of the Board, the vacant position will not be filled. The Director of the Local Unit shall be provided a list of all positions that are to be filled on a temporary basis during the school year at least one (1) week prior to the filling of these positions on a temporary basis.
- 9.0140 Job postings shall include principal job duties and responsibilities, necessary qualifications and the date the posting period ends.
- 9.0200 TRANSFERS
- 9.0210 TRANSFER REQUESTS
- 9.0211 The request by a teacher for a transfer to a different building/program shall be made in writing to the Office of Human Resources for the forthcoming school year with a copy sent to the building administrator and the Local Unit Director. The request shall set forth the position and building sought and the applicant's academic qualifications.
- 9.0212 Requests for transfer to another building/program will be determined by the administration and will be considered based upon certification, seniority and qualifications. In case of denial, the teacher shall be informed in writing within ten (10) working days of the reason(s) for denial.
- 9.0213 Requests for transfer must be renewed in writing once each year to assure active consideration by the Board of Education.
- 9.0214 Requests for transfer will be reviewed jointly by the administration and the Unit Director at least twice annually and when filling vacancies under Section 9.0130 of this Agreement.
- 9.0215 No transfer request shall be considered until all teachers within the building/program have been assigned.
- 9.0216 A teacher shall retain his/her existing position until he/she has received written approval of his/her transfer request from the Office of Human Resources.

9.0220 INVOLUNTARY TRANSFERS

- 9.0221 Teachers may be involuntarily transferred in case of emergency as determined by the Board of Education, or to prevent undue disruption of the instructional program.
- 9.0222 Involuntary transfers shall be governed by certification, seniority and qualifications. Where seniority and certification are equal, qualifications will be the determining factor.
- 9.0223 When an involuntary transfer is made, the Superintendent or his/her designee shall notify the affected teacher and the Local Unit of the reasons for such transfer.
- 9.0224 Before any voluntary transfers or assignments are honored, an involuntarily transferred teacher will be given priority at the end of the school year, upon written request to the Office of Human Resources, for return to his/her former positions, if available, or priority for assignment in a building, or program or grade level as identified by the teacher's written request. This priority is in effect until an offer consistent with the teacher's annual written request is made.
- 9.0225 An involuntarily transferred, unassigned teacher shall have preference for placement in vacant positions over those teachers who have already been assigned who are requesting a transfer or change in assignment.
- 9.0226 An involuntarily transferred teacher may be returned to his/her former position or similar position prior to the end of the school year upon his/her written request to the Office of Human Resources and the approval of the administration.
- 9.0227 When involuntary transfers are necessitated, the administration will first seek a volunteer or volunteers from the staff identified by the administration from which the involuntary transfer will be made. If a volunteer having the necessary qualifications and certification is not secured, the least senior teacher in the identified staff having the appropriate qualifications and certification shall be transferred.
- 9.0228 When a building is closed or two (2) or more buildings are consolidated or an existing instructional program is revised or altered, any affected teacher transferred to another building because of the above conditions shall be subject to the following:

- 9.0228.1 The affected teacher will be given priority over teachers already on staff at the building to which the affected teacher is transferred for placement in vacant positions.
- 9.0228.2 The affected teacher will be informed of the vacant positions available by the Office of Human Resources.
- 9.0228.3 The affected teacher must be certified and qualified for the vacant position sought and must make written application to the Office of Human Resources within the job posting timelines.
- 9.0228.4 Affected teachers will be given priority over other teachers in the school district making application regardless of seniority even if qualifications and certification are otherwise equal.

9.0229 Teachers who have been involuntarily transferred and who determine to grieve said transfer shall have the right to file said grievance immediately at Formal Step Two as defined in Article 17 (Grievance Procedure and Arbitration) and proceed from that Step to Step 3.

9.0230 GENERAL PROVISIONS/TRANSFERS

9.0231 In the event that a transfer is made by the administration, the teacher(s) affected will be promptly notified. Such notice will be mailed to the teacher's last known mailing address that has been provided by the teacher to the Office of Human Resources, or personally delivered. This mailed communication or personally delivered notice shall be considered sufficient notice under this provision.

9.0232 If transfers are made after the Fall Student Count Day, the administration may grant the affected teacher release time or compensation for an extended work day in order to develop course outlines, secure materials, and perform other tasks.

9.0300 Any teacher who shall be promoted to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights and seniority as he/she may have had under this Agreement prior to such transfer to a supervisory or executive position. Any teacher promoted to an administrative position shall be given credit on the salary schedule for the time so served upon return to a classroom teaching position.

ARTICLE 10: PAID LEAVES OF ABSENCE

10.0100 SICK LEAVE

- 10.0110 An annual allowance of twelve (12) sick leave days to be used for bona fide absences caused by illness or injury of the teacher will be permitted for each teacher to be accumulative at the rate of six (6) days at the beginning of each semester.
- 10.0111 Regularly employed part-time teachers will be entitled to proportionate leave days.
- 10.0112 Teachers reporting an absence must call the attendance reporting number provided by the administration at least one (1) hour prior to their designated reporting time except for emergency situations.
- 10.0120 An unlimited number of unused sick leave days will be allowed to accumulate.
- 10.0121 A teacher upon resignation, retirement or death shall receive the sum of: (a) \$75 per each of the first fifty (50) days of accumulated sick leave; and (b) \$15 per each day of accumulated sick leave beyond the first fifty (50) days.
- 10.0122 Any teacher who does not use any sick leave for at least one (1) full calendar semester shall be paid a \$150 lump sum at the end of each semester during which he/she has exhibited a perfect attendance record. Teachers using only one (1) sick day in any calendar semester shall receive a lump sum of \$100 at the end of that semester. An additional \$100 shall be paid at the end of the school year for teachers exhibiting a perfect attendance record for the full year. An additional \$50 will be paid to teachers who have used only one (1) sick day during that calendar year.
- 10.0130 A teacher who is hired after the beginning of the school year shall be credited with sick leave days on a prorated basis. Teachers not completing a full year will have their sick leave prorated and any adjustment for excess leave days used shall be made during the teacher's final pay period.
- 10.0140 A teacher may be required to submit to a physical or mental examination by a licensed physician, to submit a doctor's statement verifying illness, or to submit a doctor's statement verifying the teacher has sufficiently recovered from illness or injury to assume his/her teaching duties.

10.0150 In accordance with the current applicable law, the Board of Education agrees to allow sick leave for pregnancy related disabilities. At such time as the applicable law changes, either through statutory revision or court interpretations, such that the Board is not clearly mandated to treat pregnancy or pregnancy related disabilities as other temporary disabilities, the Board shall cease immediately to allow paid leave for such disabilities.

10.0200 EMERGENCY LEAVE

10.0210 A maximum of five (5) days per year to be deducted from accumulated sick leave may be used as emergency leave for purposes including serious illness or injury requiring bedside care or death in a teacher's immediate family which shall include spouse, child, mother, father, sibling, or other relative with whom the teacher has a similar relationship.

10.0220 If more than five (5) days are needed for emergency, such time may be deducted from accumulated sick leave at the discretion of the Director of Human Resources.

10.230 A teacher absent on approved sick leave during parent/teacher conference days shall be granted a substitute for the day the conferences are rescheduled, unless other satisfactory arrangements are made.

10.0240 Application shall be made through the building administrator.

10.0300 PERSONAL BUSINESS LEAVE

10.0310 Up to three (3) days of sick leave may be used as personal business subject to prior approval of the principal. One (1) additional day may be approved in emergency situations by the principal.

10.0320 The principal will give preference to those requests first made and will grant in number no more than the efficient operation of the school warrants.

10.0330 At least one (1) day of teaching must occur between vacation and personal business leave with the intent of preventing extended vacation, unless with special cause shown. Exception may be granted by the Director of Human Resources. Application shall be made through the building administrator.

10.0340 No personal business leave may be taken for less than 1/2 day except at the discretion of the principal and under the special stipulations indicated by him/her.

10.0350 Personal business leave is limited to business that cannot be transacted any other time or emergency situations.

10.0360 The building administrator may require the teacher to state the reason for such leave.

10.0400 SABBATICAL LEAVE

- 10.0410 After seven (7) years of continuous service to the Willow Run School District a teacher may be granted Sabbatical Leave for one (1) year with one-half of his/her annual pay. Application shall be made in writing to the Office of the Superintendent by February 1 of the preceding year. A teacher, upon return from Sabbatical Leave, shall be placed at the step on the salary schedule he/she would have been placed had he/she taught during such period and he/she shall agree to return to the Willow Run School System for two (2) years following the leave and shall be returned to his/her former position or a similar position when possible.
- 10.0420 Sabbatical Leave will be limited to a maximum of four (4) certified teachers in any one (1) school year.
- 10.0430 Sabbatical Leaves are given to teachers to permit them to improve their ability to render educational services. Application for Sabbatical Leave must contain a plan that describes how such leave will improve this ability. Applications will be considered on their merits and may be approved by the Board of Education upon recommendation by the Superintendent. Prior to the granting of leave, applicants shall sign an agreement stating the terms and conditions of the leave.
- 10.0440 Entitle the employee to all such rights, accumulated sick leave and other such benefits acquired by said employee and granted by this Agreement, earned or accrued prior to the start of the leave of absence upon his/her return to employment.
- 10.0450 Entitle the employee, upon his/her written request made prior to the start of the Sabbatical Leave, to pay his/her own insurance premiums in accordance with the prevailing group rates available to the district, deduction of dues, or any other deductions.

10.0500 OTHER PAID LEAVE DAYS

- 10.0510 A teacher who is called for jury duty shall be compensated for the difference in the individual teacher's pay and the pay received for the performance of such obligations. The teacher must request of the court to be excused from jury duty. If the request is denied, the teacher will be eligible for pay as a teacher. The teacher shall turn in to the school district funds, excluding mileage reimbursement, received for jury duty in order to receive his/her full daily rate of pay.

- 10.0520 A teacher shall be released from his/her regular duties without loss of salary if called or subpoenaed for court appearance on behalf of the school district in any case connected with his/her school employment.
- 10.0530 If schools are closed due to inclement weather, teachers are not required to report. The Superintendent will have announcements made over radio stations:
- WAAM #1600 Ann Arbor
 - WJR #760 Detroit
- not later than one (1) hour prior to scheduled reporting time for teachers in each building.
- 10.0540 When schools are open and teachers are unable to report to work because of severe inclement weather or an Act of God, these teachers shall be allowed to use up to two (2) personal business days from their allotted days for such occurrences subject to the approval by the Director of Human Resources upon the recommendation of the building administrator.
- 10.0550 If school is cancelled due to a plumbing failure, flood, loss of power, loss of heat or other similar problem the building administrator will arrange for suitable quarters for the teaching staff within fifteen (15) minutes after the students leave or within fifteen (15) minutes of the start of the teacher's workday. If no suitable quarters can be found, the teachers will be permitted to leave. Flashlights shall be provided for all interior classrooms without windows for use in case of power failure.
- 10.0560 A teacher shall be released from regular duties without loss of salary to take a selective service physical examination.
- 10.0570 When "Act of God days" are made up, pursuant to the current state aid act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "Act of God days" nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining member in accordance with their step and level on the salary schedule, including all payments set forth in Schedule 2.
- 10.0571 The make up of "Act of God days" shall be only as is required by state law.
- 10.0572 The parties recognize that changes in the state law may or may not require rescheduling of "Act of God days" to meet state aid requirements. Should it become necessary under law to reschedule "Act of God days," such rescheduled days shall be added to the end of the negotiated calendar for the year in which the make up is required.
- 10.0580 WORK-RELATED INJURIES

- 10.0581 All accidents shall be reported to the administration in a timely fashion.
- 10.0582 If a teacher becomes injured during the performance of his/her duties and needs medical attention, it shall be the administration's responsibility to meet the requirements of the worker's compensation act and to arrange for the individual to be transported to a medical facility. The teacher shall not have to use a sick leave day for the date of the injury.
- 10.0583 A teacher absent for reasons covered in this Article shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.
- 10.0584 The teacher, at his/her option, may use accrued sick leave to supplement the worker's compensation payment in order to continue receiving his/her regular salary.

ARTICLE 11: UNPAID LEAVES OF ABSENCE

- 11.0100 Unless otherwise specified, a leave of absence for up to one (1) year may be requested by making written application to the Director of Human Resources for pursuing studies, travel, or special teaching assignments resulting in potential advantage to the school system, or child care, or other reasons, when granted by the Board of Education shall:
- 11.0110 Entitle the teacher to return to employment in the first vacant teaching position for which he/she is certified and qualified and placed in the same position when possible. Re-employment privileges shall be offered no later than the beginning of the next school year. A refusal of offered teacher employment shall immediately end this privilege and will be deemed a resignation.
- 11.0120 Not entitle the teacher to accrual of sick leave during the time of absence.
- 11.0130 Not entitle the teacher to advancement on the Salary Schedule for the time away from actual employment.
- 11.0140 Not entitle the teacher to payment of insurance premiums, deduction of dues, or any other deductions, except that a teacher on leave may, upon written request to the Superintendent of Schools, make arrangements to have any above mentioned deductions continued by making his/her payment(s) twenty-five (25) days in advance of the premium due date to the school district.
- 11.0150 Entitle the teacher to all such rights, accumulated sick leave and other such benefits acquired by said teacher and granted by this Agreement, earned or accrued prior to the start of the leave of absence upon his/her return to employment.
- 11.0160 A renewal of said leave shall be at the discretion of the Board and may be considered upon the written request by the teacher on leave with such request being made to the Director of Human Resources no later than forty-five (45) calendar days, except in emergency situations, prior to the end of the school semester during which the leave is scheduled to expire. All requests for leaves of absence for the ensuing school year shall be submitted in writing to the Office of Human Resources prior to July 15, except in emergency situations.
- 11.0170 In the event of a denial of an initial request for a leave of absence or of a request for a renewal of a leave of absence, the teacher shall provide the Board, through the Office of Human Resources, with a written notification of his/her intent to return to work for the ensuing school year no later than July 1 or thirty (30) calendar days after the receipt of the denial of the leave request, whichever is longer.

- 11.0200 A teacher who is unable to teach because of personal illness or injury and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one (1) year, and the leave may be renewed each year upon his/her written request to the Director of Human Resources and approval by the Board of Education. In an emergency situation wherein the teacher is physically unable to make a written request, such requirement may be waived by the Board.
- 11.0300 A military leave of absence shall be granted to any teacher in accordance with Public Act 145 of 1943, as amended.
- 11.0400 A leave of absence shall be granted upon application and approval by the Board for the purpose of serving as President of the WCEA; President, Vice-President, Secretary or Treasurer of the Michigan Education Association, or the National Education Association.
- 11.0500 A leave of absence for up to one (1) year may be granted to any tenure teacher upon application to and approval of the Board of Education for the purpose of serving in an elected public office.

ARTICLE 12: PROFESSIONAL BEHAVIOR

The Local Unit and the Association, as professional organizations, recognize that the Code of Ethics of the education profession sets forth some acceptable criteria of professional behavior and that violations of such behavior, or abuses of sick leave or other leaves, chronic tardiness or absence, or other violations of discipline policies by a teacher, reflect adversely upon the teaching profession and the individual school building. The Local Unit and the Association further recognize that willful deficiencies in professional performance by a teacher reflect adversely on the teaching profession and upon the programs of the school district and the individual school building. The Board expects all teachers to comply with such criteria and exhibit conduct becoming a professional teacher. Alleged unprofessional behavior or violations of the Code of Ethics of the education profession shall be reported to the offending teacher and, after the teacher has been made aware of the alleged unprofessional behavior, to the Local Unit in writing, if the teacher indicates in writing to the building administrator his/her desire to have the Local Unit informed.

ARTICLE 13: PROFESSIONAL IMPROVEMENT

- 13.0100 All requests for professional leave shall be made through the building administrator to the Office of Human Resources.
- 13.0200 Any teacher who attends an approved out-of-district conference, convention, visitation or meeting shall have his/her expenses paid and shall not be charged with personal leave days. These expenses include registration fees, transportation, meals and lodging, as agreed to by interested parties. It is agreed by the parties that in all cases prior approval must be obtained from the Superintendent through the Office of Academic Services. The teacher agrees to submit a written report of the conference and expense accounting to the Office of Instruction through his/her building administrator within (ten) 10 days following the close of the conference. The foregoing provisions do not apply to annual state or regional meetings or institutes that may be attended by a large number of Willow Run teachers. Furthermore, the foregoing provisions shall not preclude the Board from allowing a teacher to attend an approved educational meeting at his/her own expense.
- 13.0300 At the request of the staff, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs for college credits designed to improve the quality of instruction. Reimbursement for courses for college credit will be in accordance with Section 13.0400 of this Agreement.
- 13.0400 A tenured teacher who continues his/her professional growth through enrollment in graduate courses related to subject areas taught in Willow Run Community Schools, teaching methodology, and/or the administration of grades K through 12, and who has prior approval of the Superintendent or his/her designee through the Office of Human Resources at least two (2) weeks before the course begins shall be reimbursed for his/her tuition upon submission of proof that the courses have been successfully completed. Any changes in courses already approved by the Superintendent will be submitted to the Superintendent for approval within two (2) days of course changes. Reimbursement shall be limited to \$75.00 per semester hour applied to no more than ten (10) hours per school year, and shall not apply to hours taken through a program for which teachers receive subsidy from other sources such as NSF, NDEA, etc., except that when the subsidy is less than \$75.00 per semester hour, the balance shall be reimbursed by the Board. Further, should the teacher accrue more than ten (10) hours in a calendar year, the balance shall be included for reimbursement in the following year. Professional employees who are not certified shall have a minimum of a master's degree or equivalent and three (3) years successful experience in their specialty before being eligible for tuition reimbursement under this provision. Bargaining unit members who are not certificated teachers shall have a bachelor's degree and eighteen (18) credit hours with two (2) years of successful experience in their specialty before being eligible for tuition reimbursement under this provision.
- 13.0500 When a district teacher incurs expenses to meet accreditation requirements, he/she shall be reimbursed as follows:

- 13.0510 A teacher required by the district to submit a copy of his/her transcript for accreditation purposes shall be reimbursed for the cost paid to the university/college.
- 13.0520 A teacher required by the district to attend additional classes for accreditation purposes shall be reimbursed for the tuition paid to the university/college.
- 13.0600 The Board of Education shall encourage teachers to increase their personal knowledge and awareness of the cultural heritage and history of minority groups and women and to utilize their knowledge and awareness in the classroom.

**ARTICLE 14: STUDENT DISCIPLINE, TEACHER PROTECTION
AND TEACHER DISCIPLINE**

14.0100 STUDENT DISCIPLINE

14.0110 The Board or its representative will take steps to obtain professional assistance or make other necessary adjustments whenever it appears to the administration that a particular student or students require the attention of special counselors, law enforcement personnel, physicians or other professional persons. The teachers involved shall keep anecdotal records of the student's behavior and the teachers' efforts to alleviate the problem and present this information to the administration.

14.0120 A teacher may temporarily exclude a pupil from one (1) class hour when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher shall direct the student to report immediately to the building administrator's office and shall furnish the building administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. Referrals, based upon gross, disruptive and persistent misbehavior as noted above will be acted upon and disposition given to the referring teacher in writing when proper referral procedures have been followed by the referring teacher. In the case where a student and teacher are incompatible, a conference shall be held between the pupil, the teacher, and the building administrator (and counselor at secondary) to discuss the problem. When required, the building administrator will also provide written guidelines for the future handling of the case and the teacher affected will be provided an opportunity to have input regarding the guidelines developed.

14.0200 TEACHER PROTECTION

14.0210 If any teacher is assaulted as a direct result of and while in the performance of his professional duties, and operating within the policies, rules and regulations of the Board of Education and providing further that said teacher is not at a later date found guilty of provoking the assault in any judicial action, the Board shall provide legal counsel to assist the teacher in any judicial action. Time lost as a result of the above shall be handled as follows:

14.0211 Appearances before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.

14.0212 In cases where disability occurs, the teacher's wages shall continue in full without reduction in sick leave accumulated. After worker's compensation commences, the Board agrees to pay the difference between compensation and the amount the

teacher would normally receive in salary for the duration of the school year in which the incident occurs or for four (4) consecutive school months, whichever is longer.

14.0213 In situations where a teacher has been assaulted, but where no disability occurs, said teacher may be granted, at the discretion of the administration, one (1) personal leave day to recover from his/her physical or emotional trauma without experiencing any reduction in accumulated sick leave.

14.0220 In a case where a teacher is operating outside the framework of Board policies, rules and regulations, the Board will not be obligated to defend any action taken against the teacher nor be responsible for any loss of time nor will accumulated sick leave be made available to the teacher.

14.0300 TEACHER DISCIPLINE

14.0310 No disciplinary action against a teacher by the Board shall be taken on a basis of a complaint by a parent or a student nor any reference thereto included in the teacher's central office personnel file, unless the complaint is brought to the teacher's attention by the building administrator in writing as soon as practicable and discussed. The teacher shall have the right to have Local Unit representation present when the complaint is presented. If the complaint results in legal action, the teacher shall have the right to have legal representation.

14.0320 A complaint of a serious nature, as determined by the administration, which is received by the administration and not called to the attention of the teacher in writing may not be used as the basis for any formal evaluation, reprimand, discipline, or discharge.

14.0330 If a teacher is to be disciplined or reprimanded by the Board or administrators, he/she shall be entitled to have a representative of the Local Unit present. When a teacher is to be disciplined or reprimanded, the administrator involved will give him/her prior notice.

ARTICLE 15: INSTRUCTIONAL RESPONSIBILITY

- 15.0100 The teacher shall exercise instructional responsibility within the framework of the curriculum, the Code of Ethics, administrative directives, and school policies, which must be fair, reasonable and logical and must take into account and preserve the dignity of the employee, and cannot be capricious or discriminating, and cannot be in conflict with the Collective Bargaining Agreement. Good judgment, common standards of decency, and individual conscience shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable.
- 15.0200 The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment.

ARTICLE 16: TEACHER EVALUATION

- 16.0100 The performance of all teachers shall be formally evaluated in writing at least once every three (3) years. Formal evaluations may take into consideration, but not be limited to, criteria contained on an evaluation instrument jointly approved by the Local Unit and the Administration. The evaluation instrument, the guidelines for the evaluation and the observation form, shall be provided to all teachers on an annual basis. The evaluation instrument, which includes the Guidelines for Evaluation, shall be reviewed annually by the Administration and the Local Unit and improved as needed. Any criteria used by the administrator that is not contained in the evaluation instrument shall be objective.
- 16.0200 EVALUATIONS
- 16.0210 Formal evaluation shall be conducted by the teachers' building administrator, other full-time administrator, or other qualified personnel, but not within the unit, assigned by the Superintendent.
- 16.0220 Each formal evaluation shall be preceded by at least two (2) or more classroom observations totaling at least thirty (30) consecutive minutes in duration each. An evaluator shall attempt to avoid undue interruption of the learning process during an observation. The administration will, when practicable, notify each teacher at least two (2) days prior to his/her formal observation.
- 16.0230 Probationary teachers shall be observed at least once each semester. All teachers needing improvement shall be observed at least three (3) times per year.
- 16.0240 No formal evaluation shall be prepared prior to October 1 of each year nor after May 15 with the following exceptions:
- 16.0241 Teachers hired after the beginning of the second semester of the school year.
- 16.0242 Teachers needing improvement may be observed after May 15.
- 16.0250 No formal observation will take place during the last two (2) weeks of the school year. No formal evaluation will take place during the last week of the school year.
- 16.0260 Within fifteen (15) school days after the final formal observation in the formal evaluation, the evaluator shall hold a personal conference with the teacher being evaluated. A preliminary draft of the evaluation form will be utilized by the administration at this conference.

- 16.0270 Two (2) copies of the written evaluation shall be submitted to the teacher and one (1) signed copy returned to the building administrator. A copy of the observation report will also be provided to the teacher. The signature indicates receipt of the evaluation/observation and not necessarily agreement therewith. In the event that the teacher feels that the evaluation/observation was incomplete or incorrect, he/she may put his/her objections or comments in writing on the evaluation/observation report. Such written response will be attached to the file copy of the observation/evaluation. The failure to note a specific deficiency in the evaluation may be interpreted to mean that no deficiency in that area existed during the period included in the evaluation.
- 16.0280 Whenever the timelines for evaluation are not met for whatever reasons, the evaluator shall identify the member in question as having performed satisfactorily and a statement letter as such shall be placed in the member's personnel file. Bargaining unit members who complete less than 50% of their assignment during the year in which they are scheduled to be evaluated shall not be eligible for the above-mentioned letter.
- 16.0300 An administrator shall not be precluded by any provision contained herein from informally documenting and evaluating the performance or behavior of any teacher. All observations shall be conducted openly and with full knowledge of the teacher.
- 16.0400 If an evaluator finds a teacher's performance to be in need of improvement, the reasons therefore shall be set forth in specific terms and an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administrator shall be provided.
- 16.0500 Formal classroom observations for the purpose of the teacher's professional formal evaluation shall not be permitted by anyone not specifically authorized as stated in Section 16.0200 of this Agreement.

ARTICLE 17: GRIEVANCE PROCEDURE AND ARBITRATION

- 17.0100 A grievance is a claim by a teacher or Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement that may be processed as a grievance as hereinafter provided. A grievance shall be submitted to the following grievance procedure with the exception of matters covered by the Teacher Tenure Law:
- 17.0200 GRIEVANCE PROCEDURE
- 17.0210 INFORMAL STEP: Within two (2) working days of the time a complaint arises, the teacher may present the complaint to his/her principal during non-teaching hours. Within two (2) working days after presentation of the complaint, the principal shall give his/her answer orally to the teacher. If the teacher and the involved administrator feel that the teacher's complaint can be resolved prior to processing said complaint to the formal step one of the grievance procedure, then upon written agreement of the administration and the teacher involved, the informal step of the grievance procedure may be extended for a time period which is mutually agreed upon.
- 17.0220 FORMAL STEP ONE: Within five (5) working days of the time a grievance arises, the teacher will present the grievance to his/her principal during non-teaching hours in writing on the Grievance Report Form mutually agreed to. Within ten (10) working days after presentation of grievance, the principal shall give his/her answer in writing to the teacher.
- 17.0230 FORMAL STEP TWO: If the grievance is not resolved in Step One, the teacher may, within five (5) working days of receipt of the principal's answer, submit to the Office of Human Resources a signed, written "Statement of Grievance." The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher involved. An Association grievance may be filed at this step initially upon the mutual agreement of the Director of Human Resources and the Local Unit Director or Grievance Chairperson(s). The Director of Human Resources shall meet with the grievant within ten (10) working days and shall give the teacher an answer in writing. The answer shall be made within five (5) working days of the grievance meeting. If further investigation is needed, additional time may be allowed by written mutual agreement of the Director of Human Resources and the Local Unit Director or Grievance Chairperson(s).

- 17.0240 FORMAL STEP THREE: If the grievance is not resolved in Step Two, the teacher may, within five (5) working days of receipt of the Director of Human Resources answer, submit a signed written statement of grievance to the Superintendent. A meeting shall be held within ten (10) working days with the Superintendent unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance. The Superintendent shall give his/her answer in writing within ten (10) working days after the meeting has been held.
- 17.0250 FORMAL STEP FOUR: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Three above, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty five (35) working days from the date of the Superintendent's answer provided for in Step Three above.
- 17.0260 Any grievance not advanced to the next step by the Local Unit within the time limit in that step, or if no time limit is specified within two (2) working days, shall be deemed abandoned. Time limits may be extended by the Board and the Local Unit in writing; then the new date shall prevail.
- 17.0270 FORMAL STEP FIVE, POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a final and binding decision in cases of alleged violation of the specific articles and sections of this Agreement.
- 17.0271 He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- 17.0272 He/she shall have no power to establish salary scales or change any salary rate.
- 17.0273 He/she shall have no power to rule on any of the following:
- 17.0273.1 The termination of services of or failure to re-employ any probationary teacher.
- 17.0273.2 The placing of a non-tenure teacher on a third year of probation.
- 17.0273.3 Any claim or complaint subject to the procedures specified in the Michigan Teachers' Tenure Act (Act 4 of 1937, Extra Session), as amended.
- 17.0274 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be

borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- 17.0300 A request for an extension of the grievance timelines may be granted by either party. The party requesting the extension shall receive a response within twenty-four (24) hours when practicable.
- 17.0400 When there is no formal Collective Bargaining Agreement, the grievances that were filed will be processed through Step Three and held in abeyance until a new Collective Bargaining Agreement is reached.

ARTICLE 18: STUDENT TEACHERS

- 18.0100 In the best interest of the students, the classroom teachers, and the student teachers, the decision to agree to participate in the teacher-training program as a cooperating teacher must be made freely and voluntarily.
- 18.0200 Cooperating teachers shall be tenure teachers with successful teaching experience on grade level or in the subject area to which the student teacher is assigned.
- 18.0300 The building administrator shall make a written list of all teachers in his/her building who volunteer to accept student teachers.
- 18.0400 Assignment of a student teacher shall be made after the prospective cooperating teacher, student teacher, building administrator and the university supervisor have consulted to determine whether the student:
- can best meet the needs of the pupils involved;
 - can work harmoniously with the cooperating teacher;
 - could benefit from the methods of teaching and classroom management used by the prospective cooperating teacher.
- 18.0500 A student teacher may be removed at any time during his/her assignment at the request of the cooperating teacher after consultation with the university supervisor and the building administrator.
- 18.0600 A cooperating teacher shall remain in the immediate vicinity of his/her teaching station during any time a student teacher is directing the class.
- 18.0700 For the life of this contract, a committee shall be established consisting of interested, cooperating teachers selected by the Board, the university program coordinator(s), and representatives of the Board of Education to recommend to the Board of Education guidelines concerning student teacher assignments.

ARTICLE 19: WILLOW RUN SYSTEMIC INITIATIVE COMMITTEE

- 19.0100 A Willow Run Systemic Initiative (W.R.S.I.) Committee shall be established to serve as an advisory group for the coordinating and planning of the district-wide Willow Run Community School curriculum.
- 19.0200 The Committee shall meet regularly.
- 19.0300 The Committee will help plan for broad involvement in system-wide study of the subject curriculum, will help find people (teachers, parents, administrators, etc.) who can competently represent all the academic disciplines and who have sufficient interest to devote some of their time to this purpose.
- 19.0400 The primary concern of this Committee must be to insure the academic excellence of the subject curriculum and the technical excellence of the instructional material selected to support it. Beyond this, they must take steps to insure reasonable quality in the educational opportunities offered to all our students. Special requirements with various groups including all minorities and others subject to discrimination within the student body will be met when possible and the contributions of these groups within our society will be approximately represented either in the primary texts or in supplementary materials whenever possible.
- 19.0500 Each building shall receive \$15 for every W.R.S.I. monthly meeting attended by a teacher from that building. Use of these funds shall be determined by each building's staff.

ARTICLE 20: PROFESSIONAL COMPENSATION

- 20.0100 The basic salaries of teachers covered by this Agreement are set forth in Schedule 1 which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.
- 20.0110 The rate of pay provided to those teachers involved in extra-curricular activities shall be compensated in accordance with Schedule 2, which is attached to and incorporated in this Agreement.
- 20.0120 Insurance benefits provided to bargaining unit members covered by this Agreement are set forth in Schedule 3 which is attached to and set forth in this Agreement.
- 20.0200 In order to be initially placed on the salary schedule, a teacher must prove receipt of a degree and the appropriate teaching certificate to the administration within ten (10) work days of beginning of employment. If said proof is not immediately established, the teacher may be placed at the lowest level of the schedule until proper placement is established.
- 20.0300 All teachers may be given credit on the salary schedule set forth in Schedule 1 for full years or half years of outside teaching experience in a school district, community college, business school, college or university accredited by recognized accrediting agency in the discretion of the Board of Education.
- 20.0400 Teachers hired after the start of the work year will be placed on his/her prorated salary schedule and receive compensation from the commencement of services at remainder of the school year. For subsequent school years, the teacher's placement on the schedule shall be determined as follows:
- Less than half or exactly half of the annual workdays. No Credit
 - More than half of the annual workdays 1 year Credit
- 20.0500 In order for a teacher to be advanced to the next highest track, he/she must provide acceptable written documentation that studies have been completed to the Director of Human Resources. Acceptable written documentation shall be defined as transcripts listing credit for graduate courses; the courses must be related to subject areas taught in Willow Run Community Schools, teaching methodology, and/or the administration of grades K through 12. Upon receipt of such documentation, the teacher's salary will be prorated for the balance of the year at the new rate of pay. Such pay rate increase shall be implemented as soon thereafter as possible after documentation has been presented, but in no event to exceed thirty (30) school days.
- 20.0600 Any teacher who agrees to teach, as a part of his/her regular schedule, additional class sections in lieu of their planning period or within the regular school program beyond their contractual instructional day shall be paid at the rate of 1/6 of his/her annual salary.

20.0700 Anyone in the bargaining unit who temporarily substitutes for another teacher shall be paid \$25.00 per hour or a prorated amount for fractional time thereof. Exceptions to such compensation shall be scheduled student absences including field trips that remove 50% or more of the teacher's normally assigned students. This would include such events as 6th grade camp.

20.0800 Any teacher, who at the request of the Board, is required to report for work prior to the opening of school or after the close of the regular school year will be paid per diem rate based on the appropriate salary schedule.

20.0900 Each teacher shall elect once each year, when requested by the administration, one (1) of the following pay options with respect to payment of his/her annual contracted salary:

- twenty-one (21) equal bi-weekly pays;
- twenty-six (26) equal bi-weekly pays;
- twenty-six (26) equal bi-weekly pays to be paid in twenty-one (21) installments with a lump sum payment of all moneys due included in the last scheduled payment.

Teachers hired in mid-year shall be paid their prorated amounts through the option selected.

20.1000 USE OF PERSONAL VEHICLE

20.1010 A teacher required to drive from school to school shall be paid a rate consistent with the IRS rate established January 1 of each year. Each teacher shall keep an accurate record of the number of trips required per week subject to re-evaluation on assignment change.

20.1020 A teacher who is required by the administration as part of his/her job to travel on a daily basis between buildings of the school system shall receive payment of \$100 per year to cover the cost of maintaining a transportation vehicle, said amount to be over and above the above stated mileage rate.

20.1100 Industrial courses with prior approval shall be credited as follows:

- 40 clock hours of industrial instruction shall equal two (2) graduate hours.

20.1200 In recognition of services to the school district, a terminal leave payment of \$6,000 will be paid to a teacher upon completion of fifteen (15) consecutive years of employment in Willow Run. Said teacher must: (a) meet the requirements of the Michigan Public School Employees Retirement System or (b) be permanently disabled. In the event of a teacher's death after fifteen (15) consecutive years of employment, the teacher's beneficiary shall receive the aforementioned stipend. Special situations may be brought to the attention of the Board.

ARTICLE 21: LAYOFF PROCEDURE

21.0100 In the event it becomes necessary for the Board to reduce the number of teachers, the layoff shall be in accordance with the following provisions:

21.0200 ORDER OF LAYOFF

21.0210 New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. First year probationary teachers shall be laid off first by using the following criteria in the order listed:

- certification;
- seniority;
- qualifications and competency as determined by administrative evaluation in accordance with provisions of this contract.

21.0220 Second year probationary teachers shall next be laid off in accordance with the order of criteria stated above.

21.0230 Third year probationary teachers shall next be laid off in accordance with the order of criteria stated above.

21.0240 Tenure teachers shall next be laid off in accordance with the order of criteria stated above.

21.0250 Seniority shall begin to accrue with the teacher's first working day in this school district from which there has been continuous service. The Board will provide the Director of the Local Unit with a copy of an updated teacher seniority list on or before October 15th of each school year. The Unit Director will be provided with an updated addendum to the seniority list as teacher recalls are made until all teachers have been recalled. Only continuous service with this school district shall be used in determining seniority. Teachers on Sabbatical Leave shall continue to accrue seniority. Teachers on other types of leave or on layoff shall neither lose current seniority nor accrue additional seniority. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act. No probationary teacher shall be retained in a position that a tenure teacher who would otherwise be laid off is certified and qualified to fill.

21.0260 In the event more than one (1) teacher is eligible for a position under the above criteria, a public drawing shall determine which teacher(s) shall be laid off. Teachers eligible for a position and involved in the public drawing procedure, as well as the Local Unit Director, shall be informed in writing five (5) work days prior to the drawing being held of the time,

date and place of such drawing by the Office of Human Resources. The Local Unit Director shall be afforded the opportunity to give input regarding the selection of the time, date and place of such drawing to the Director of Human Resources.

- 21.0300 The local Unit shall be given the opportunity to review and discuss the layoff list prepared by the administration prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Local Unit shall have the right to timely file a written grievance thereon, after the termination of the meeting, when the list is reviewed. Upon mutual agreement of the parties said grievance will go directly to arbitration or to Step 2 or Step 3 of the grievance procedure, whichever is timely appropriate.
- 21.0400 If a reduction in staff occurs, the media center at the high school shall be kept open in accordance with North Central accreditation requirements.
- 21.0500 The Board shall give twenty (20) work days notice of layoff to any teacher affected except when circumstances limit advance knowledge to less than twenty (20) work days in which event notice will be given as early as possible.
- 21.0600 Any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff the Board's obligation to pay any salary or fringe benefits.
- 21.0700 Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. Certification in additional areas while on layoff shall not affect the teacher's status during the layoff period. No new teachers shall be employed by the Board while there are teachers of the district on layoff unless there is no laid off teacher with proper certification and qualifications to fill any vacancy that may arise.
- 21.0800 Employees who are notified of recall by registered or certified, restricted delivery, return receipt mail, with a copy to the Director of the Local Unit, at the teacher's last address which the teacher shall maintain with the Office of Human Resources and fail to respond within five (5) days or who fail to report for duty within ten (10) days of recall notice of receipt of letter shall be considered as resigned.
- 21.0900 The recall list shall be maintained by the Board. A tenure teacher's right to recall shall be in accordance with the Michigan Teachers' Tenure Act. A probationary teacher's right to recall shall be terminated at the end of two (2) years.
- 21.1000 Teachers who were laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary scale in the event of recall if employed for more than 121 days; if employed for 51-120 days the teacher shall be credited with one-half year experience; if less than 50 days no credit will be given.
- 21.1100 Any reduction in staff must be in accordance with the Michigan Civil Rights Commission memorandum of August 25, 1972.

ARTICLE 22: CONTINUITY OF OPERATIONS

Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of this contract and that any teacher or teachers engaging in any concerted work stoppage authorized by the Association in the Willow Run School District, or any of its schools, will be subject to discipline up to and including discharge.

ARTICLE 23: NEGOTIATIONS PROCEDURES

- 23.0100 The parties hereto acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by the law from the area of collective bargaining. Therefore, the Board and the Association for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement or to any subject matter not specifically referred to or covered by this Agreement.
- 23.0200 Negotiations on any subject matter may be opened during the term of this contract only upon mutual written agreement. Any amendment supplemental to the terms and conditions of employment as provided for in the body of this Agreement shall not be binding on either party unless executed in writing by both parties.
- 23.0300 This Agreement shall automatically be renewed for one (1) full year after its termination date unless either party notifies the other in writing by April 1 of the year of the Agreement's termination that it wishes to have the entire contract terminate on the date specified in the contract and enter into negotiations on a new contract.
- 23.0400 It is expressly understood that this contract is not binding on either party until ratified by both the Board of Education and the Local Unit membership.
- 23.0500 There will be four (4) signed copies of any final agreement. One (1) copy shall be retained by the Board, two (2) by the Local Unit, and one (1) by the Superintendent.
- 23.0600 If negotiations are conducted during regular school hours or beyond 9:00 p.m. on a school night at the request of the Board, release time shall be provided for the Local Unit's regular negotiating committee.

ARTICLE 24: MPSERS HEALTH BENEFITS SUBSIDY

- 24.0100 Teachers wishing to participate in the program must submit written intent to retire to the Office of Human Resources no later than April 1 of the calendar year in which they wish to retire. The Michigan Public School Employees Retirement System (MPSERS) Health Benefits Subsidy will be paid to the teacher no later than December 31 of the year after retirement or within 30 days upon request from the teacher.
- 24.0200 The teacher must have had a continuous record of teaching or administrative responsibilities in the Willow Run Community Schools for not less than twelve (12) years service credit and be on the final step of the appropriate salary schedule.
- 24.0300 The teacher must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employees Retirement System. Upon request, the retiring teacher shall furnish verification to the school district that he/she will receive MPSERS benefits immediately following his/her retirement.
- 24.0400 Written notification of intent to retire must be given to the Office of Human Resources at least three (3) months prior to retirement for those who intend to retire during the school year. The three (3) month notice may be waived due to extenuating or unusual circumstances.
- 24.0500 Teachers meeting all of the above criteria will be awarded the sum of \$7,000.
- 24.0600 The creation of this opportunity to receive a MPSERS Health Benefits Subsidy is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38,1301 et seq. In the event that this health benefits subsidy is found to be contrary to law during the term of its existence, this Agreement shall be immediately canceled and the parties shall meet to negotiate for a successor provision. Teachers who have previously elected to receive the subsidy shall continue to be covered by these provisions, to the extent permitted by law.
- 24.0700 If any court of competent jurisdiction rules that the MPSERS Health Benefits Subsidy is in violation of state statutes, all teachers who would presently be functioning under the subsidy would be eligible to return to the first available position for which they are certified.

**ARTICLE 25: ANNEXATION, CONSOLIDATION OR OTHER
REORGANIZATION OF THE SCHOOL DISTRICT**

In the event that this District shall be annexed, consolidated or otherwise reorganized with one (1) or more other school districts, in whole or in part, the Willow Run Board of Education will make a good faith effort within applicable legal guidelines to assure the continued employment of its teachers in such district.

ARTICLE 26: MISCELLANEOUS PROVISIONS

- 26.0100 Copies of this Agreement shall be made available to all teachers now employed or hereafter employed by the Board. A permanent binder with indexes to remain the property of the Board will be provided by the Board for each contract.
- 26.0200 If any provisions of this Agreement shall be found contrary to law by a court of competent jurisdiction, then such provisions shall be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE 27: JOB SHARING

- 27.0100 The purpose of this program is to allow two (2) teachers to share a single full time assignment. It is expressly understood that this voluntary pairing shall not occur if the pairing results in the layoff, involuntary transfer or the attrition from a building of a full time teacher or prevents the recall of a laid off teacher.
- 27.0200 A maximum of ten (10) full time positions for the purpose of job sharing will be made available. The Board will approve only those job sharing pairings which result in a financial benefit to the school district subject to the following conditions:
- 27.0210 The positions made available shall be approved by the building principals in whose buildings shared positions will be located; and
- 27.0220 The positions must be within the allocated staff positions for the current school year.
- 27.0300 For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals as described in Sections 27.0800 or 27.0900 of this Agreement.
- 27.0400 Only tenured teachers and other bargaining unit professionals not eligible for tenure under the Michigan Teachers' Tenure Act, such as school social workers, school nurses, with two (2) or more years of service in the Willow Run Community School District shall be eligible to apply for job sharing.
- 27.0410 Teachers may request a specific partner for the job sharing position. A teacher may also apply on an individual basis.
- 27.0420 Teachers wishing to participate in the job sharing program shall notify in writing the Unit Director of the WLEA and the Office of Human Resources by the first working day of March. This notification will include the following information:
- grades for which they wish to be considered;
 - name of job share partner (if known);
 - job share rotation (i.e. 50-50, 60-40, semester, etc.).
- 27.0430 Within five (5) working days of the above date, all applicants will be provided a list of single applicants.
- 27.0440 Within ten (10) working days of the provision of the list, the administration will schedule a meeting of all single applicants for sharing in order to facilitate pairing.

- 27.0450 By the first working day in April, all pairings must be finalized. Prior to this date, the hosting administrator will interview teacher applicants desiring to teach in his/her building.
- 27.0460 Teacher selections for job sharing will be determined based upon seniority, qualifications and certification. All applicants shall be informed in writing within ten (10) working days of the first working day of April of acceptance or denial. In those cases where the applicants are denied, written reasons shall be provided in this letter.
- 27.0470 The number of job sharing assignments will be finalized by June 1.
- 27.0500 If job sharing occurs between two (2) elementary teachers, the position of the paired team shall be the building position of the more senior teacher unless the affected teachers mutually agree otherwise.
- 27.0600 Positions vacated by members who choose to job share shall not be considered for pairing for purposes of filling other requests under this Article. Those positions must be filled by laid off teachers subject to the criteria contained in Article 21. If there are no laid off teachers or none who meet the necessary requirements, then the administration may hire a replacement to fill these positions.
- 27.0700 The job sharing position shall be effective for one (1) school year. The individuals paired may, however, initiate a request to continue their pairing for an additional year or be teamed with a new partner. The request to continue must be made in writing to the Office of Human Resources by the first working day of March.
- 27.0710 At the conclusion of the school year, both team members will return to the full time assignment they held prior to participating in the job sharing program or a similar position(s) if the position(s) no longer exist(s). Any team member who continues job sharing beyond one (1) year will be placed in a similar vacant bargaining unit position and the same position when possible in accordance with the Assignment language of Articles 8 and 9.
- 27.0720 In the event that one (1) team member is unable to continue in a job sharing position due to an unpaid leave of absence, resignation, retirement, illness or death prior to the end of the school year, the remaining team member shall have the option of either assuming the position full time or continuing in the program with a mutually agreed upon replacement.
- 27.0800 At the elementary level, job sharing rotations will be developed and agreed upon by the job sharers and the hosting administrator subject to the following possible schedules:
- half days, grades K-5;
 - 60%-40% of the assignment; each teacher teaches a full day (2 days for one and 3 days for the other);

- semester; teachers not working shall be considered to be on an unpaid leave of absence for that semester with the option to pay their own health insurance.
- 27.0900 At the high school and middle school level, job sharing rotations for teachers will be developed and agreed upon by the job sharers and the hosting administrator subject to the following possible schedules:
- 60% of the classes for an individual;
 - 40% of the classes for an individual;
 - 60%/40% of the classes in one (1) area within a pairing;
 - 50%/50% (each teacher teaches three hours per day with a half hour of preparation);
 - semester; teachers not working shall be on an unpaid leave of absence for that semester with the option to pay their own health insurance.
- 27.1000 Shared time positions will be compensated as follows:
- 27.1010 Each individual teacher's salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full time basis. This step will determine the base salary from which the prorated salary will be computed.
- 27.1020 Seniority will accrue to a teacher in a shared time position on the basis of the total number of days worked in the school year.
- 27.1030 Sick and personal leave, as well as all other fringe benefits with the exception of tuition reimbursement, will be prorated according to the fraction of a full time position for which the affected teacher is employed. Tuition reimbursement shall be paid at the full rate allowed under Section 13.0400 of this Agreement.
- 27.1040 Retirement will be paid on the actual amount of earnings.
- 27.1100 Teachers participating in job sharing shall adhere to the requirements Sections 5.0600 and 5.1100 of this Agreement in accordance with the proportion of time they are scheduled to work. A schedule will be developed and mutually agreed to by the building administrator and the job sharing partners prior to the start of the school year. Each job sharing teacher shall be held responsible for obtaining information disseminated at any staff meeting that he/she does not attend. During parent/teacher conferences, each job sharing teacher shall be responsible to meet with any parent upon request by the parent to the administration.
- 27.1200 Teachers participating in a job sharing arrangement shall remain in the job sharing position for one (1) year only except by mutual agreement of the administration and the affected teachers to extend that arrangement.

- 27.1300 A teacher participating in the job sharing program will be entitled to all other rights, privileges and benefits as accorded each full time teacher who is a member of the WCEA and under contract pursuant to the Collective Bargaining Agreement.
- 27.1400 Job sharing partners shall be evaluated on the same basis as all other bargaining unit members.
- 27.1500 All other articles of the Collective Bargaining Agreement shall remain in full force and effect.

ARTICLE 28: SITE-BASED DECISION MAKING

- 28.0100 The Board and the Association agree that employee participation in decision-making is a goal that can provide an increase in student learning. Site-based decision making for school improvement is a process involving employees in decision making through joint planning and problem solving. Site-based decision making, building-based decision making, school improvement, effective schools or other similar programs hereafter will be referred to as SBDM.
- 28.0200 Building staffs will voluntarily establish committees (teams) to explore ideas (options) for their building that will enhance student learning. The committee will be formulated as the building decides. Among the members must be the principal and association representative. The method of utilizing the committee is a site-based decision. SBDM meetings or activities may be scheduled during an employee's regular workday; the employee shall be released from duties without loss of time or pay to attend the meetings. Staff meetings may be used for SBDM meetings. SBDM meetings or activities outside the employee's regular work schedule shall be voluntary on the part of the employee.
- 28.0300 The building committee will present any changes to the Superintendent and Association that are a consensus. All pertinent information must be a part of the package. The request must be in writing. Consensus of the staff will establish that all involved staff participate if the proposal is approved. Site-based decisions are not considered a violation of the contract and no such decisions shall be construed as an alteration of the Collective Bargaining Agreement. An evaluation process shall be established by each building team. This provision is not subject to the grievance procedure.
- 28.0400 The Superintendent will consider the proposal and have necessary meetings. After consultation with the principal, the Superintendent will decide whether to recommend the proposal for Board approval.
- 28.0500 The Superintendent will notify the principal of the decision made.
- 28.0600 The Board and Association encourage the sharing of all ideas and plans which were designed to benefit students.
- 28.0700 The Board and Association will form a review team to meet periodically to review SBDM plans and concerns.
- 28.0800 The Board and the building committee shall work together to seek creative opportunities for acquisition of funds and distribution of same.
- 28.0900 The Board and Association reserve all rights that it may have under law or the Collective Bargaining Agreement.

ARTICLE 29: DURATION OF AGREEMENT

This Agreement shall be effective as of June 22, 2004 and shall continue in effect until the 31st day of August 2005.

ARTICLE 30: MENTORING

- 30.0100 PURSUANT TO Section 1526 of the School Code of 1976, for the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teachers to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teachers. During the 3-year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of section 3a of article II of Act No. 4 of the Public Acts of the Extras Session of 1937, being section 38.83a of the Michigan Compiled Laws, including classroom management and instructional deliver. During the 3-year period, the intensive professional development induction into teaching shall consist of at least 15 days of professional development, the experiencing of effective practices in university-lined professional development schools, and regional seminars conducted by master teachers and other mentors.
- 30.0200 Qualified staff may submit their intentions to become Mentor Teachers at any time.
- 30.0300 The mentor shall be available to provide professional support, instruction and guidance to the teacher. The purpose of the mentor assignment is to provide the teacher with a peer who can offer assistance resources and information in a non-threatening and collegial fashion.
- 30.0400 Participation as a mentor teacher shall be voluntary and meet the district and state requirements as contained in mentor teacher guidelines.
- 30.0500 Each mentor who is a member of the bargaining unit shall have no more than two mentees.
- 30.0600 The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after the first semester of teaching. The appointment may be renewed in succeeding years.
- 30.0700 The purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of the quality work performance. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- 30.0800 Any teacher agreeing to serve as a mentor to a probationary teacher and meeting both district and state requirements shall be compensated as follows:
- \$700 for mentoring a first year probationary teacher;
 - \$500 for mentoring a second year probationary teacher;
 - \$300 for mentoring a third year probationary teacher.

TEACHER SALARY SCHEDULE 1: 1999-2000

STEP	BA	BA+20	MA	MA+20	MA+30	MA+60	PhD
0	31,097	32,293	34,096	35,287	35,903	36,800	37,315
0.5	32,035	33,085	35,046	36,091	36,845	37,754	38,269
1	32,967	33,868	35,986	36,895	37,791	38,693	39,208
1.5	33,793	34,698	37,072	37,973	38,872	39,777	40,292
2	34,622	35,521	38,149	39,053	39,957	40,857	41,372
2.5	35,447	36,352	39,102	40,163	41,060	41,963	42,478
3	36,276	37,174	40,362	41,266	42,554	43,069	43,584
3.5	37,140	38,040	41,469	42,176	43,263	44,175	44,690
4	38,002	38,904	42,574	43,473	44,375	45,279	45,794
4.5	38,867	39,811	43,680	44,577	45,481	46,386	46,901
5	39,732	40,712	44,780	45,682	46,586	47,485	48,000
5.5	40,589	41,537	45,888	46,791	47,693	48,592	49,107
6	41,464	42,361	46,992	47,896	48,798	49,693	50,208
6.5	42,361	43,265	48,099	49,000	49,904	50,802	51,317
7	43,265	44,165	49,201	50,103	51,009	51,908	52,423
7.5	44,165	45,069	50,467	51,371	52,274	53,173	53,688
8	45,067	45,971	51,729	52,634	53,428	54,439	54,954
8.5	46,045	46,948	52,997	53,893	54,795	55,699	56,214
9	47,026	47,925	54,266	55,158	56,056	56,961	57,476
S MAX	50,952	51,889	59,366	60,218	61,135	62,035	62,550

TEACHER SALARY SCHEDULE 1: 2000-01

STEP	BA	BA+20	MA	MA+20	MA+30	MA+60	PhD
0	32,030	33,262	35,119	36,346	36,980	37,904	38,434
0.5	32,996	34,078	36,097	37,174	37,950	38,887	39,417
1	33,956	34,884	37,066	38,002	38,925	39,854	40,384
1.5	34,807	35,739	38,184	39,112	40,038	40,970	41,501
2	35,661	36,587	39,293	40,225	41,156	42,083	42,613
2.5	36,510	37,443	40,275	41,368	42,292	43,222	43,752
3	37,364	38,289	41,573	42,504	43,831	44,361	44,892
3.5	38,254	39,181	42,713	43,441	44,561	45,500	46,031
4	39,142	40,071	43,851	44,777	45,706	46,637	47,168
4.5	40,033	41,005	44,990	45,914	46,845	47,778	48,308
5	40,924	41,933	46,123	47,052	47,984	48,910	49,440
5.5	41,807	42,783	47,265	48,195	49,124	50,050	50,580
6	42,708	43,632	48,402	49,333	50,262	51,184	51,714
6.5	43,632	44,563	49,542	50,470	51,401	52,326	52,857
7	44,563	45,490	50,677	51,606	52,539	53,465	53,996
7.5	45,490	46,421	51,981	52,912	53,842	54,768	55,299
8	46,419	47,350	53,281	54,213	55,031	56,072	56,603
8.5	47,426	48,356	54,587	55,510	56,439	57,370	57,900
9	48,437	49,363	55,894	56,813	57,738	58,670	59,200
S MAX	52,481	53,446	61,147	62,025	62,969	63,896	64,427

TEACHER SALARY SCHEDULE 1: 2001-02

STEP	BA	BA+20	MA	MA+20	MA+30	MA+60	PhD
0	32,991	34,260	36,173	37,436	38,089	39,041	39,587
1	34,975	35,931	38,178	39,142	40,093	41,050	41,596
2	36,731	37,685	40,472	41,432	42,391	43,345	43,891
3	38,485	39,438	42,820	43,779	45,146	45,692	46,239
4	40,316	41,273	45,167	46,120	47,077	48,036	48,583
5	42,152	43,191	47,507	48,464	49,424	50,377	50,923
6	43,989	44,941	49,854	50,813	51,770	52,720	53,265
7	45,900	46,855	52,197	53,154	54,115	55,069	55,616
8	47,812	48,771	54,879	55,839	56,682	57,754	58,301
9	49,890	50,844	57,571	58,517	59,470	60,430	60,976
10	54,055	55,049	62,981	63,886	64,858	65,813	66,360

Teachers who are on half-steps during the 2000-01 school year shall be placed on steps one and one-half higher for the 2001-02 school year (example: a teacher paid on step 6.5 during 2000-01 will be paid on step 8 for 2001-02).

SCHEDULE 2: EXTRA CURRICULAR ACTIVITIES

Procedures

A payroll calendar will be published at the beginning of the year reflecting payroll dates for extra-curricular activities. All extra-curricular pay shall be appropriated after completion of the assignment in a lump sum check separate from the teacher's regular paycheck. All extra-curricular positions shall be assigned annually. For seasonal activities, payment shall be made at the end of the season after final written reports, inventories and financial records are completed and submitted to the principal. It is also mandatory that final written reports be completed and submitted to the principal by June 1 for all other activities. If, with administrative approval, more than one (1) person shares the responsibility normally assigned to one (1) person in any of the categories, each shall receive his/her pro-rata share of the position at his/her level of experience.

Anticipated extra-curricular activities will be posted in the spring for the subsequent school year. Additional positions will be posted as soon as possible following approval.

Point values will be established by the Committee for new positions using the criteria contained in the rating instrument and made available prior to posting.

A folder containing all point-rated positions will be maintained and available in the main office of each school. Job descriptions will be included in the folder.

Individuals interested in serving as an advisor/coach for an extra-curricular activity will follow these procedures:

1. Submit a letter of intent to serve as an advisor/coach to the Office of Human Resources as specified in the posting.
2. Following the appointment to a position and the award of points, the advisor/coach must meet with the building administrator to complete the Extra-Curricular Agreement form.

Committee

A standing committee shall consist of two (2) administrators and two (2) association members appointed by the respective parties. The committee will establish the point values for new positions using the criteria contained in the Extra Curricular Rating Instrument and/or reassess established point ratings as needed.

At the request of either the Administration or Association, the Committee will re-examine existing extra curricular activities to determine the validity of the current level of points assigned to that activity. A hearing will be scheduled at which time the advisor/coach may present supportive data or testimony regarding the activity and the point award. The reassessment will follow the Extra Curricular Rating Instrument for determination of points.

The Committee will forward a response to the advisor/coach within five (5) days following its decision, with a copy to the Administration and Association. The decision of the Committee will be final.

Salary Schedule B

For the 2004-2005 school year, the Extra curricular Point Value in Schedule 2 will be as follows:

\$125 / point

All positions will be “repointed” before the start of the school year.

EXTRA CURRICULAR RATING INSTRUMENT DETERMINING FACTORS

- 1. STUDENT CONTACT HOURS REQUIRED BEYOND THE NORMAL TEACHING DAY:** This category is defined to include those hours when the advisory/coach is in direct contact with students on a regular basis and includes practice time, dressing time, performance time, and travel time.

- 271 or more hours 10 points
- 241 - 270 hours 9 points
- 211 - 240 hours 8 points
- 181 - 210 hours 7 points
- 151 - 180 hours 6 points
- 121 - 150 hours 5 points
- 91 - 120 hours 4 points
- 61 - 90 hours 3 points
- 31 - 60 hours 2 points
- 1 - 30 hours 1 point

- 2. AVERAGE NUMBER OF STUDENTS PER ADVISOR/COACH:** The number of students to be considered in awarding points represents the average number of student participants involved during the mid-point of the sport or activity season. In addition, one (1) student manager is allowed toward the student total per team.

In the case of non-athletic activities that do not meet on a daily basis, only the officers are counted toward the student total. The uniqueness of several activities, such as a pep club, inflates the student participant figures. As a result, large group meetings at which the advisor/coach acts primarily as a supervisor are not counted in the student total.

In determining the number of points to be awarded for each position, the number of advisors/coaches involved in an activity is divided into the number of student participants to determine the student to advisor/coach ratio.

- 28 or more students 4 points
- 19 - 27 students 3 points
- 11 - 18 students 2 points
- 1 - 10 students 1 point

- 3. DEGREE OF PUBLIC EXPOSURE AND PUBLIC EXPECTATIONS:** This item is a subjective one, with points awarded by a neutral committee's estimate of the size of crowds, the probability of media coverage, and the public relations responsibilities required of the advisor/coach, all of which contribute to pressures on the individual.

- Exceptional 7 points
- Above Average 5 points

- Average 3 points
- Some 1 point
- None 0 points

4. **PREPARATION TIME:** Hours counted in this category include reasonable pre-activity preparation and/or planning. Since it would be impossible to get an accurate count of the actual hours, three categories were developed. In this category, as with the previous one, odd-numbered values are given in order to eliminate fine distinctions between the broad categories.

- Exceptional (61 or more hours) 5 points
- Average (31 - 60 hours) 3 points
- Some (0 - 30 hours) 1 point

5. **EQUIPMENT AND MATERIALS MANAGEMENT:** Points in this category should be awarded based on whether the extent of equipment and materials management is a major or minor responsibility of the position.

- Major Factor 2 points
- Minor Factor 1 point
- Not Significant 0 points

6. **ASSIGNED ADULTS SUPERVISED ON A REGULAR BASIS:** This category recognizes that some positions require the supervision of adults assigned to the activity. It does not include supervision of volunteer adults or student assistants.

- 3 or more adults 3 points
- 2 adults 2 points
- 1 adult 1 point
- 0 adults 0 points

7. **INSTRUCTIONAL AND ORGANIZATIONAL SKILLS NECESSARY TO CONDUCT THE ACTIVITY:** A neutral committee determines for each position the level of instructional and organizational skill necessary to carry out the activity successfully.

- Above Average 3 points
- Average 2 points
- Some 1 point
- Primarily Supervisory 0 points

8. **OBLIGATED TRAVEL SUPERVISION:** This category recognizes that some advisors are required to supervise students while traveling outside the immediate area of the school district.

- More than 1/2 out of county 3 points
- Less than 1/2 out of county 2 points

- Primarily local and in county 1 point

9. LENGTH OF ACTIVITY IN WEEKS: This concerns the length of the commitment of the person in charge of the activity/group in terms of weeks, as spelled out in the job description for the particular activity.

- 7 or more weeks 3 points
- 2 - 6 weeks 2 points
- 1 week 1 point

10. BUDGET RESPONSIBILITIES: This concerns the total dollar amount related to the activity/group during the length of the activity/group, such as fund raisers, gate receipts, etc. for which the advisor/coach is directly responsible.

- Over \$6,000 3 points
- \$3,000 - \$6,000 2 points
- \$1 - 2,999 1 point
- Not a factor 0 points

11. REPLACEMENT VALUE OF EQUIPMENT INVENTORY: This concerns the worth of the equipment that the person in charge has as part of his/her responsibilities. It does not include the portion of the physical plant in which the activity/group takes place such as the football field, track, fence, baseball diamonds, gym, etc.

- Over \$5,000 3 points
- \$1,500 - 5,000 2 points
- \$300 - 1,499 1 point
- \$1 - 299 0 points

12. SERVICE TO THE SCHOOL COMMUNITY: This category recognizes the contribution of the activity/group to the health, welfare and safety of the school community as initiated by the advisor/coach.

- Significant 2 points
- Average 1 point
- None 0 points

SCHEDULE 3: INSURANCE BENEFITS

1. The Board of Education will maintain in effect for the 2004-2005 school years the following health care coverage:
 - A. Either:
 - MESSA SuperCare 2 Revised full family medical coverage (including \$5,000 term life insurance; MESSA \$5.00/\$10.00 drug card and \$50.00/\$100.00 deductible, or
 - MESSA \$5,000 Basic Term Life Insurance and the amount of the MESSA SuperCare 2 single subscriber premium to be applied per month toward any of the MESSA variable options, and/or MEFSA, and/or toward MEA Tax Deferred Annuities. The annuities shall remain at the 1991/92 level until SuperCare2 meets or exceeds such level. At which time the amount shall become the SuperCare 2 single subscriber premium rate.
 - B. Long term disability program in lieu of Sick Bank days, shall provide 70% of the employee's bi-weekly gross compensation, to a maximum of \$2,000. The LTD shall have a waiting period of 30 calendar days.
 - C. MESSA Delta Dental Plan which provides 60% cost in Class I and II and orthodontic rider 0-3.
 - D. The Board of Education will provide life insurance coverage for each employee in the amount of \$40,000.
 - E. VSP-1
2. Any teacher insured by the Board for coverage in excess of that for which he/she needs by reason of change in marital and/or family status shall make proper amendments to his/her coverage through the Business Office within thirty (30) working days of the time that a change in status occurs or from the time of receiving notice of insurance coverage from the Board. The teacher shall fill out the proper form and submit it to the Business Office. Forms are available in the Business Office.

Within thirty (30) days of the opening of each school year, the Board shall notify each teacher of the insurance coverage being provided by the school district for that teacher.
3. Health care coverage shall take effect from the first day of employment.
4. Dental care coverage shall take effect upon the first day of the month following the month of hire.
5. Any amounts exceeding the Employer subsidy for options shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for

the groups but in no case shall there be more than two (2) open enrollment periods in any one (1) school year.

6. Effective July 1, 1994, in cases of less than full time employment, all benefits will be prorated accordingly. Less than full time employees, employed and/or placed prior to July 1, 1994 and not placed in a job share assignment shall be grandfathered at the level of a full time employee.

WILLOW RUN COMMUNITY SCHOOLS

2004-2005 CALENDAR

August	27	Faculty Reports A.M. – District Breakfast & Building Faculty Meetings P.M. – ½ Workday in Classrooms
	30	District Professional Development
	31	½ Day for Students A.M. – Students (First Day) P.M. – ½ Workday in Classrooms (no students)
September	3	Labor Day Break (No School)
	6	Labor Day (No School)
	7	School Resumes
November	1	Shared Professional Development – No School (faculty reports)
November	5	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent/Teacher Conferences
	24	Compensatory Day – No School
	25-26	Thanksgiving Break – No School
	29	School Resumes
December	17	Winter Break
January	3	School Resumes
	17	Martin Luther King Day – No School
	18	½ Day for High School Students (full day for all other students) A.M. – High School Exams P.M. – Grading Final Exams
	19	½ Day for High School Students (full day for all other students) A.M. – High School Exams P.M. – Grading Final Exams
	20	½ Day for Students A.M. – Students P.M. – District Professional Development
	21	Records Day – (Optional for staff to report)
	24	School Resumes
February	18-21	Mid-Winter Break – No School
	22	School Resumes
March	18	½ Day for Elementary Students (full day for secondary students) A.M. – Elementary Students P.M. – Elementary Parent/Teacher Conferences
	24	Compensatory Day – No School
	25-April 1	Spring Break – No School

April	4	School Resumes
May	25	½ Day for Students A.M. – Students P.M. – Shared Professional Development
	30	Memorial Day – No School
	31	School Resumes
June	16	½ Day for High School Students (full day for all other students) A.M. – High School Exams P.M. – Grading Final Exams
	17	½ Day for High School Students (full day for all other students) A.M. – High School Exams P.M. – Grading Final Exams
	20	½ Day for Students A.M. – Students (Last Day) P.M. – ½ Workday in Classroom and check out

SIGNATURES

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its Local Unit Director / Chief Negotiator

By _____
Its President

By _____
Its Negotiating Team Member

By _____
Its Secretary

By _____
Its Negotiating Team Member

By _____
Its Chief Negotiator

By _____
Its Negotiating Team Member

By _____
Its Negotiating Team Member