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8/24/98

AGREEMENT

between the

BOARD OF EDUCATION

of the

WARREN CONSOLIDATED SCHOOL DISTRICT

and the

WARREN EDUCATION ASSOCIATION

Warren Consolidated School District

LABOR AND INDUSTRY
RELATIONS COLLECTION
1992 - 1998

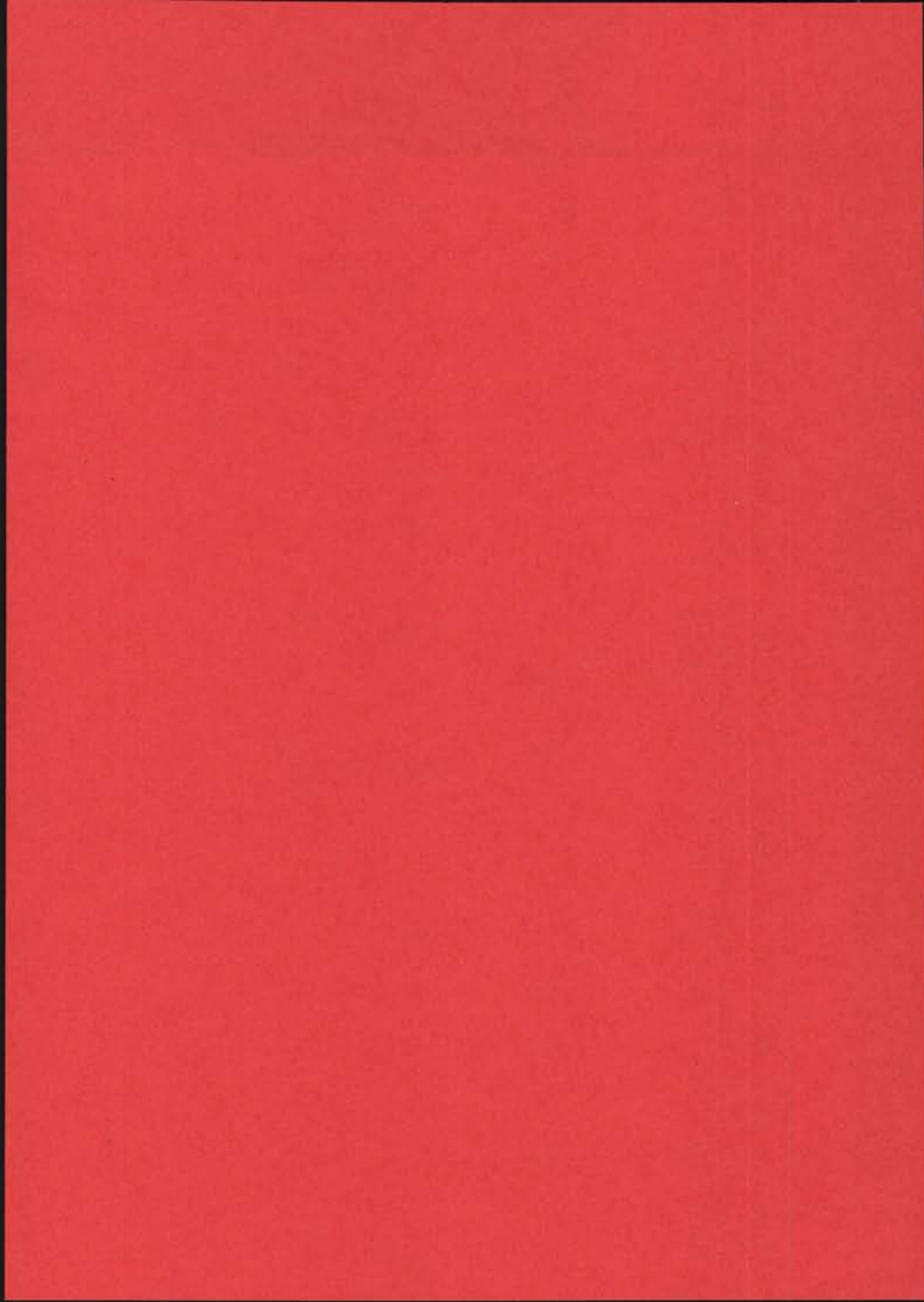


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PREAMBLE

This Agreement entered into this twenty-first day of August, 1992, is by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan hereinafter referred to as the "Board" and the Warren Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH

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

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

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

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

It is hereby agreed as follows:

ARTICLE I RECOGNITION

Section A Bargaining Unit

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

Section B Tenure in Position

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

Section C Definition

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

ARTICLE I RECOGNITION (Continued)

Section D Dues Deduction

1. The Board agrees that, upon receipt of signed authorization for deduction of membership fees, regular dues and voluntary political action contributions of the Association from any teachers, the sum of said dues, fees and contributions as established by the Association will be deducted from the regular salaries of such teachers and remitted to the Association along with a letter of transmittal.
2. The Association shall certify to the Payroll Office in writing before September 15 of each year the current rate of its membership dues and voluntary political action contributions.
3. Authorization forms must be forwarded to the Payroll Department within thirty (30) days of the opening of school or, in the case of teachers who begin after the first day of school, within thirty (30) days of the commencement of work. Membership and dues deductions will be made in ten (10) consecutive and equal amounts and the voluntary political action contribution deductions will be made the pay period following the completion of the membership and dues deductions provided that such deductions shall not supersede any legally required deductions nor shall the Board be required to deduct dues if the teacher's pay is not sufficient to cover the dues in any pay period.

Section E Agency Shop

1. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a service fee which shall be forwarded to the Association. In the event that such an authorization for a service fee is not signed and returned to the Association within 30 days after receipt of the notification, the Board agrees that upon written request from the Warren Education Association, the services of such teacher shall be discontinued as of the end of the semester. Such teacher or teachers shall be notified of the termination of their services immediately upon expiration of the thirty (30) day period heretofore mentioned.
2. However, if, at the end of the semester, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

ARTICLE I RECOGNITION (Continued)

Section E Agency Shop (continued)

3. In any case in which a teacher or teachers contest a discharge under the provisions of Paragraph 1, Section D, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay the expenses so incurred by the Board.
4. The Association shall certify to the Payroll Office in writing before December 10 of each year the amount of the service fee to be charged. The Association shall also certify to the Payroll Office in writing before December 10 of each year that its internal procedures are in full compliance with applicable law for: (a) determining the amount of the service fee, (b) permitting members to challenge the basis for the fee, and (c) escrowing amounts reasonably in dispute while such challenges are pending.

Section F Indemnification

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

ARTICLE II EFFECT OF AGREEMENT

Section A

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

Section B

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

Section C

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

Section D

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

ARTICLE III BOARD RIGHTS

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

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS

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

Section A

1. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Laws or the Constitution of the State of Michigan and the United States and that it will not discriminate against any teacher because of membership in the Association or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
2. The Board agrees that its Rules and Regulations governing employee conduct will be reasonable and that enforcement of discipline will be fair and for just cause. The Board and the Association agree that equitable and non-discriminatory treatment shall be afforded all teachers in accordance with the Agreement.
3. It is the intent of the Board to prevent hazardous conditions and to provide, whenever possible, safe and healthy conditions for all bargaining unit members.
4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall have the right to use the District mail services and teacher mail boxes for communications to teachers.
5. Each teacher shall have the right, upon request and in the presence of an administrator, to review the contents of his/her own personnel file and building files, excluding confidential information received prior to employment. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (Continued)

Section A (continued)

6. Duly authorized representatives of the Association and their respective affiliates shall have the right, upon notifying the building office, to transact official Association business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations. The Association may have the use of the school buildings after school hours, providing proper application is made according to the schedule of charges approved by the Board. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships or other school employee groups will be discussed in the presence of students.
7. Requests for classroom visitations by non-professionals shall be scheduled through the building principal. The building principal shall confer with the teacher prior to the scheduling of the request.
8. Association use of school business equipment will be permitted provided:
 - a. The request is made prior to use.
 - b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
 - c. The purpose is for internal business use of the Association.
 - d. Supplies, in connection with such equipment use, will be furnished or paid by the Association.
9. Disciplinary interviews and reprimands will be conducted in private. The administration will inform the affected teacher that s/he has the right to union representation at the disciplinary interview/reprimand and if s/he chooses to have union representation, the interview/reprimand will not take place until union representation can occur.

Section B

The Association agrees that:

1. Teacher appearance is to be in keeping with standards that do not adversely affect the educational process, and which should set a proper example for students.
2. Teachers in fulfilling their obligations to students, fellow professionals and the District should strive to act in a moral, ethical and professional manner in their dealings with people. The Board of Education and administration will do likewise in fulfilling their obligations to the community, students and teachers.

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS (Continued)

Section B (continued)

3. Teachers will be held accountable for conduct consistent with the terms of this Agreement, and the Board of Education Policy. The Board shall be responsible for seeing that the teacher's full rights of citizenship and the exercise thereof shall not be grounds for disciplinary action or discrimination against him/her, and that its policies are reasonable and lawful.
4. Teachers shall present a physician's current statement or a copy of a recent Michigan Health Department Report declaring that his/her lungs are free from tuberculosis to the Personnel Department on or before his/her first working day and once during each third school year thereafter.
5. Teachers shall have all final exams for grades 9 through 12 corrected and records completed by the end of the day of the last scheduled work day.

Section C

The Board and the Association agree that:

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

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

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

ARTICLE V OBLIGATION TO MEET AND CONFER AND OTHER PROCEDURES

Section A

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

Section B

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

Section C

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

Section D

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

ARTICLE VI GRIEVANCE PROCEDURE

Section A Definition

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

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section B Time Limits

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

Section C Grievance Representation

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

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

Section D Procedure

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

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

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

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

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

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section D Procedure (continued)

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

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

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

Section E

Provided both parties agree, Step 1., and/or Step 2., and/or Step 3., of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section F

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

In the event that the Association refuses to represent or withdraws representation of a grievance, such grievance shall not be subject to the final step of binding arbitration.

In cases of an individual teacher electing to represent himself/herself in a grievance, the term Association or Association Representative shall mean teacher.

ARTICLE VI GRIEVANCE PROCEDURE (Continued)

Section G

It is understood that if any teacher files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, the Michigan Employment Security Commission, the Michigan Department of Labor Bureau of Workers' Disability, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement. It is further understood that the employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

Section H

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

ARTICLE VII DISCHARGE AND DEMOTION

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

1. The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes.
2. The forwarding of a written explanation for the action to the teacher and the Association.
3. A complete review of the teacher's personnel file with the teacher and his/her representative; and
4. If requested by the teacher, a hearing before the Board of Education.
5. A possible hearing before the Board of Education for non-probationary nurses.

ARTICLE VII DISCHARGE AND DEMOTION (Continued)

6. Letters of reprimand shall be removed three years after being placed in the teacher's personnel file, unless the teacher has received subsequent discipline of a same or similar nature during the three year period.

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

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

ARTICLE VIII EVALUATION PROCEDURE

Section A

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

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

Section B

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

The principal and/or his/her assistant shall:

1. Orient all teachers with the evaluative procedures and instruments during the first five (5) weeks of their assignment to his/her building, and advise the employee as to which personnel shall observe and evaluate his/her performance.
2. Compile and make teachers aware of observations made from time to time prior to the formal evaluations.

ARTICLE VIII EVALUATION PROCEDURE (Continued)

Section B (continued)

3. Formally evaluate probationary teachers at least once each semester. The required evaluations shall be at least thirty (30) days apart.
4. Precede each formal evaluation by at least one (1) classroom observation of at least thirty (30) consecutive minutes or two (2) classroom visitations of at least twenty (20) consecutive minutes. Such observation or visitations shall be with advance notice. Each visitation conference should be held within five (5) working days after the classroom visitation. The formal evaluation conference must be held within fifteen (15) working days after the last classroom visitation.
5. Confer with teachers and discuss with them each item which is to be included in their respective personnel files.
6. Provide each teacher with a mutually signed copy of the formal evaluation report(s). The teacher may submit written statements which will be attached to the file copy of the evaluation in question. Any teacher who is not satisfied with his/her evaluation has recourse through the grievance procedure.
7. Set forth in specific terms where a teacher is lacking, if such is the case, as well as an identification of the specific ways in which the teacher is to improve. Furthermore, provide definite, positive assistance to rectify any professional difficulties noted.
8. Conduct all monitoring or observation of the work performance of a teacher openly and with his/her knowledge. Audio visual devices shall be used only with the teacher's consent.
9. Tenure teachers shall be evaluated in three (3) year cycles. The evaluation cycle may be broken if a teacher requests evaluation. (Teacher requests for evaluation will be honored.)

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

Section C

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

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

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

ARTICLE VIII EVALUATION PROCEDURE (Continued)

Section D

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

Section E

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

Section F

All newly employed nursing personnel will serve a two (2) year probationary period.

Section G

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

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER

Section A Assignment

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

Section B Class Schedules

1. Individual teacher schedules within buildings will be made by the building principal after consultation with the Department Chairperson; in the absence of the Department Chairperson, a representative of the teachers will be elected from the department.
2. Schedules of traveling teachers, central service, and special education personnel to buildings will be made by the subject area administrator:

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)

Section B Class Schedules 2., a. (continued)

- a. These schedules will be developed after consultation with representatives of each group.
 - b. Teachers within each group may indicate in writing their individual preferences as to schedules. If the preference cannot be accommodated, the teacher may request a written statement of the reason.
 - c. The subject area administrator will inform traveling teachers of tentative schedules for the following year prior to June 30th.
 - d. The subject area administrator will consult with a liaison person from the group if changes in schedules are necessary.
 - e. The subject area administrator for the nurses is the Supervisor of Nurses, who is responsible for the school nurse program.
3. If practicable, each non-tenure teacher will retain the same class schedule.
 4. Building administrators will provide teachers with written notice of tentative class schedules for the following year prior to June 30th.

Section C Transfer

Definition: Transfer means the placement of a teacher after his/her assignment. No transfer shall be made inconsistent with a teacher's certification and qualification. Qualification means academic preparation and/or evidence of successful experience teaching the subject for at least one (1) school year at the grade level to be assigned and within the last five (5) years. In the high school, academic preparation means at least a minor in the subject to be taught. Further, any teacher transferred into a high school must meet the requirements of North Central Accreditation Standards for the position. In the middle school, academic preparation means any certificate which includes "all subjects" with the following exceptions: a minor shall be required for Art, grade 8 Algebra, Formal Foreign Language, grade 8 Science, Home Economics, Industrial Arts, Media, Music, and Physical Education.

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

8 Algebra, 8 Science, 7 and 8 Physical Education, 7 and 8 Art, and Media - fifteen (15) semester hours.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)

Section C Transfer (continued)

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

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

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

1. To be eligible to request transfer, a teacher must be eligible for tenure status in the beginning of the coming school year.
2. In the event a receiving building principal does not wish to accept an applicant for transfer, s/he will provide the reasons in writing, if requested to do so.
3. Postings:
 - a. Transfer to openings posted prior to the end of the school year.

All openings for the succeeding school year shall be posted, except for those openings which occur after the next to the last Friday in May. No transfer request for a specific opening will be considered until after such opening has been posted for a period of nine (9) school days. To be considered, a transfer must refer to a specific opening.

1. The school administration shall on the next to the last Friday in May post currently known openings by job opening and location that will be available in the following school year. Such postings shall also be mailed to all teachers on leave. Teachers actively employed as well as teachers anticipating return from leave in September who desire consideration for any of the posted openings shall have to submit a transfer request by the second Friday following the posting.
2. All requests except as provided herein shall remain effective until placements are made, which shall normally be ten (10) calendar days from the close of posting. All requests shall have to be submitted to the Personnel Department on forms supplied by the school administration. Except in emergency cases, transfers will be made only between school years.
3. Teachers may apply for no more than two (2) specific openings. However, where a teacher has indicated a preference and has refused such offer of transfer, s/he shall not be eligible for further consideration for transfer during that posting.
4. The bidder with the highest seniority who is certified and qualified, according to Article IX, Section C of this Agreement, for the position will be transferred.

Section C Transfer (continued)

5. If, prior to the opening day of school, two (2) teachers in separate buildings wish to exchange responsibilities for that school year, they may do so upon submitting specified transfer request forms and receiving approval of the administration; in that case, they shall not have access to the other transfer provisions of Section C.
 - b. Transfer to openings after the end of the school year.
 1. Teachers may request transfer for unspecified openings on the forms supplied by the school administration up to and including the last teacher working day of the school calendar.

Any bidder making such request must accept the transfer pursuant to the provisions below.
 2. A meeting of all teachers who were not placed pursuant to the procedures in 3., a., above will be held on the fourth Monday of June. Bids will then be taken in seniority order for the known vacancies existing as of the day of the meeting.

Teachers must be present at the meeting to be eligible for the exercise of their bidding opportunity.

Teachers who are not placed following the meeting, and administrators who are assigned to the bargaining unit, shall be placed in vacancies, if any, at the discretion of the Board.
4. When a probationary teacher signs a contract for a part-time position, he/she will have no rights to a full time position for the duration of that school year. For the subsequent year, he/she has a right to an available full time position over someone who has less seniority or a new hire. If a full time position for which he/she is certified and qualified is not vacant, the District must lay-off a less senior person and/or invoke involuntary transfer in order to create a position for the part-time person who wants a full time position. The administration will notify the teacher of this right by certified mail prior to June 30 and the teacher will have five (5) days from receipt of the letter to respond. The position in which the teacher is placed will be at the discretion of the administration.
5. Nurses

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

Section D Unrequested Transfer

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

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

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

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

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

Section E Extra-Curricular Postings

Employees shall be notified of all Schedule B, C, and D openings, excluding curriculum workshops, music programs, hearing impaired, emotionally impaired, learning disabled, mentally impaired-educable, mentally impaired-trainable, and vision impaired. Those teachers qualified for the openings and interested may apply for an interview. The five (5) most qualified and the three (3) most senior teachers will be interviewed by the appropriate supervisor listed on the notification.

Section F Seniority

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

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

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

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

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

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

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

Ties in seniority shall be broken as follows:

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

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A

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

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

Section B

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

Section C

Teachers shall administer student discipline in accord with Board policy and the appropriate State statute. The use of corporal punishment by teachers is prohibited. Building administration will review the corporal punishment policy and alternative methods of discipline at the initial staff meeting each year.

Section D

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

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

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

Section E

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

Section F

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

Section G

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

- A. Time for appearances before a judicial body or legal authority shall result in no loss of wages.
- B. In case of disability, the Board will provide full salary less disability benefits received from Workers' Compensation for time lost as a result of injury, until such time as the injured teacher has recovered sufficiently to return to work or becomes eligible for long-term disability, whichever occurs first.
- C. If a teacher is adjudged guilty by a court of competent jurisdiction under this Article of the Agreement, the Board will be relieved of any further fiscal liability.

Section H

No formal disciplinary action shall be taken against a teacher on the basis of a complaint by a parent or a student, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing. Anonymous letters sent to the administration will be given to the teacher referred to in the letter or destroyed. No copies of the letter will be placed in any file.

Section I

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

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

Section J

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

Teachers shall not be required, except in an emergency situation, to perform medical procedures such as, but not limited to, tracheostomy, suctioning, catheterization (including intermittent catheterization) or tube feeding to students.

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

Section K

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

1. The names of a Review Panel shall be on file in the office of Student Services. The Review Panel shall consist of three teachers selected by the bargaining unit, one Board member, and the Superintendent or his/her designee. The Review Panel shall select a chairperson and inform the office of Student Services and the Association of its chairperson no later than September 10.
2. The District shall be responsible for publicizing to all bargaining unit members the membership of the Review Panel and the agreed to procedures each year.
3. The building principal, or his/her assistant principal as designated, shall be responsible for receiving and handling grade change requests, including informing the involved teachers and the affected pupil. No grade shall be changed if challenged more than thirty (30) days after said grade was issued to the student.
4. Should the principal desire a grade change, he/she shall inform the affected teacher in writing of reasons why he/she believes the grade should be changed. If the teacher agrees to the proposed grade change, the parent/student will be notified and the process concluded.
5. In the event the teacher does not concur in the grade change, the principal shall notify the chairperson of the Review Panel that there exists a dispute regarding assignment of grade, and request the committee to convene. It is expressly understood that no individual other than the principal and the affected teacher can demand the convening of the Review Panel.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

Section K (continued)

6. The Review Panel will hold a hearing within fifteen (15) work days of the request and notify the principal and affected teachers of the place, date and time of the meeting.
7. All meetings of the Review Panel shall be held during the regularly scheduled school day. The administration shall be responsible for providing substitute teachers for Review Panel members and the affected teacher.
8. The Board of Review Panel shall meet as a committee of the whole and shall review the facts of the case, the principal's or his/her designee's rationale for the proposed grade change and the teacher's rationale for the assignment of the grade. The format of the meeting shall be informal, in that each side may present its position and submit documents in support of his/her position. However, no side shall be permitted to cross-examine the other participants or be represented by legal counsel. Review Panel members may direct questions to any of the participants at the meeting.
9. No grade initially assigned by a teacher shall be changed by the Review Panel unless a majority of the panel finds that the grade was motivated by malice, bad faith, or there is no reasonable basis for the grade under the established grading procedures of the District. The burden of proof shall be on the party requesting the change.
10. The Review Panel shall render a written decision according to the above standards, no later than seven (7) business days after the hearing. A copy of the decision shall be delivered by the principal to both the affected teacher and the pupil.
11. The principal shall place the teacher's appeal on the Board agenda if the teacher notifies the principal of the intent to appeal the Review Panel's decision within five (5) working days of the date he/she receives the decision.
12. All meetings of the Board of Education to consider a change of grade shall be held in closed session under the Open Meeting Act, Section 8.a. The Board shall adhere to the same standards set forth in paragraph 9.
13. All proceedings under this Article shall comply with the requirements of the Family Education Rights and Privacy Act of 1974, with regards to the confidentiality of student records.
14. In the event a Review Panel member comes before the panel as an involved teacher, pupil, parent, he/she shall be replaced by an alternate on the Review Board during the proceedings on the instant case only.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION (Continued)

Section K (continued)

15. In the event a grade change is approved by the Review Board, the records of the student shall carry the notation that the grade was changed by the Review Board. Official transcripts shall not carry any notation of grade change.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS

Section A

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

Section B

The length of teacher's working day except for school nurses shall be (7) seven hours. Within the above defined length of day, there shall be:

1. Elementary

a. Lunch Period

All kindergarten teachers shall receive a fifty-five (55) minute duty free lunch period.

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

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

b. Preparation Time - 1995-96 and 1996-97

Kindergarten and Pre-Primary Special Education: Weekly minimum of one-hundred and sixty (160) minutes, including one (1) block of at least twenty (20) minutes per day with the additional sixty (60) minutes divided into two (2) equal blocks of time.

Grades 1-5, including Developmental 1 and special services teachers: Weekly minimum of two hundred and five (205) minutes, including one (1) block of at least twenty (20) minutes per day.

One hundred and five (105) minutes of special services will be provided for grades 1-5 including Developmental 1.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)

Section B 1. Elementary (continued)

Preparation Time - Beginning with the 1997-98 Year

Kindergarten and Pre-Primary Special Education: Weekly minimum of one-hundred and sixty (160) minutes, including one (1) block of at least five (5) minutes per day with the additional one hundred and thirty-five (135) minutes distributed in blocks for special services.

Grades 1-5, including Developmental 1 and special services teachers: Weekly minimum of two hundred and five (205) minutes, including one (1) block of at least five (5) minutes per day.

One hundred and eighty (180) minutes of special services will be provided for grades 1-5 including Developmental 1.

c. Recess

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

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

d. The teacher and student instruction day shall be:

Kindergarten, two (2) hours and fifty (50) minutes per session.

Grades 1-5 including Developmental 1, five (5) hours and forty (40) minutes per day.

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

K-6 fifteen (15) minutes per day (three <3> blocks of 5).

f. In the 1995-96 and 1996-97, special services teachers will have one hundred and five (105) minutes of prep time each week. Beginning in 1997-98, special services teachers will have one hundred and eighty (180) minutes of prep time each week.

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

g. Special service teachers will be given one (1) day notice of schedule changes.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)

Section B (continued)

2. Middle School

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

a. Teams

The Board and the Association will concentrate their efforts to insure the development and implementation of the middle school teaming concept by:

1. Organizing full-time academic teachers into collegial teams and providing them with common team work time each day.
2. Organizing part-time academic and all exploratory area teachers into the school's team organization.
3. Empowering teacher teams to make professional decisions regarding the delivery of adopted programs and the grouping of assigned students within an assigned block of time.
4. Resource or Categorical Room Special Education teachers will be assigned to a grade level block team. It is not the intention of the Board to utilize Teacher Consultants in this capacity. However, because of possible enrollment fluctuations, it may be necessary to utilize a Teacher Consultant in this capacity on a part time basis. It is understood that Teacher Consultants used in this capacity will retain full Teacher Consultant status. When there is more than one grade level team, the Special Education students will be assigned to the same team as the Special Education teacher.
5. The team will determine the delivery model options for Special Education students which may range from five periods of "pull-out" to inclusion for shorter periods than a semester or a year to total inclusion. The team will also determine the degree of co-teaching with the Special Education teacher.
6. One member of the team, but not necessarily the same member, will serve on the IEPC for the assigned Special Education students. The Individual Education Plan of Special Education students will be followed, and they will be placed into the least restrictive environment.
7. If the Special Education student is mainstreamed without the Special Education co-teacher, the regular education teacher grades the student. If the Special Education teacher is a co-teacher, then the student will be graded by mutual agreement of the two teachers but for auditing purposes the grade will be from the Special Education teacher.

Section B 2. (continued)

b. Instructional and Supervisory Time

Two hundred sixty-five (265) minutes per day. (Includes five (5) classes, homeroom*, and passing time.) Two (2) periods of supervision of no more than fifteen (15) minutes each -- one at the beginning of the day and one at the end of the day.

c. Lunch Period

Thirty (30) consecutive minutes, duty free. Teachers supervising the lunch will supervise no more than forty-seven (47) minutes.

d. Preparation

The first year of middle school teachers will have six (6) individual prep periods and four (4) team planning periods to be used for curriculum and instructional planning, team organization, student needs, and communication. Commencing the second year of middle school, these preps will be seven (7) individual prep periods and three (3) team planning periods. These preparation periods will each be equal to one class period of forty-seven (47) consecutive minutes.

e. Homeroom*

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

3. High School

a. Instructional and Supervisory Time

Five and one-half (5 1/2) hours. (Includes five <5> classes, homeroom and hall supervision.)

b. Lunch Period

Thirty (30) consecutive minutes, duty free.

c. Preparation

Equal to one (1) class period of fifty-five (55) consecutive minutes.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENT (Continued)

Section B 2. (continued)

4. Special Education

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

5. School Nurses

- a. Nurses shall work a seven and one-half (7 1/2) hour day.
- b. The Supervisor of Nurses establishes the nurses' daily schedules, including starting times, in conjunction with their building principals. Nurses will advise the affected school(s) when there are changes in schedules.
- c. Lunch Period - Forty-five (45) consecutive minutes, duty free, except in cases of emergency where the life or welfare of a child is in danger.
- d. Relief Time - A scheduled fifteen (15) minute relief time in the morning and in the afternoon -total thirty (30) minutes.

Section C

Subject to transportation, time variance, and problems involved therein, the following schedules shall prevail:

	<u>High School</u>	<u>Middle School</u>	<u>Elementary</u>
Teacher Reports:	7:30	8:00	8:20
Teacher Leaves:	2:30	3:00	3:20

Section D

Each teacher shall fulfill these responsibilities but will not be required to assume abnormal obligations of time or service not contemplated by the terms and conditions of the Agreement.

Section E

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

Section E (continued)

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

Section F

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

Section G

A teacher's professional responsibilities shall include attendance at no more than four (4) after-school activities and ten (10) building faculty meetings a year. The fourth required activity will be paid at Schedule D workshop rates. Parent-Teacher conferences at the secondary level shall be counted as one of the after school activities. Where there is an open house, that shall be counted as an after school activity for all teachers.

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

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

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

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS (Continued)

Section G (continued)

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

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

Section H

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

Section I

Any meeting called for the purpose of discussing a pupil's Individualized Educational Planning or Programming, currently being referred to as an IEPC, IEP, but excluding child study team meetings, in which the pupil's teacher(s) attendance is required, the teacher(s) shall be released from his/her class assignment through the use of a substitute for that portion of the meeting in which s/he or the student is directly involved.

ARTICLE XII CLASS SIZE

Section 1

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

Section 2

The following group ratios shall be in effect:

- Elementary Classroom Teachers - 33 teachers per thousand students.
- Secondary Classroom Teachers - 39.25 teachers per thousand students.
(This ratio assumes a secondary six period day.)
- Elementary Special Services - 2.0 teachers per thousand students.
- Secondary Counselors - 2.5 counselors per thousand students.
- Special Education Personnel - 2.3 per thousand students.
- Librarians - High Schools over 1,500 students - 2 Librarians per school.
Middle Schools - 1 Librarian per school.

ARTICLE XII CLASS SIZE (Continued)

Section 3 Class Size Maximums

<u>Elementary Grades</u>	<u>Maximum</u>
Kindergarten	27
Developmental Kindergarten	15
Developmental 1st Grade	15
Grade 1	27
Grade 2	27
Grade 3	29
Grade 4	29
Grade 5	31

Split classes will have a maximum of two (2) lower than the lower grade level maximum.

<u>MIDDLE SCHOOL</u>	<u>MAXIMUM</u>
Grades 6-8 (except Band, Gym, and Music)	31
Basic (classes that the team determines as Basic with principal approval)	25
Science laboratory classes (IPS, Biology) two students per station	48
Gym, Locker Room	360-400
Counselors	

ALLOCATION

For middle schools the Board agrees that 18 percent more allocation will be used than the current allocation of four teachers per one hundred.

Counselor and Media Specialist allocation will not change from current practice.

<u>HIGH SCHOOL</u>	<u>Maximum</u>
Grades 9-12 (except for Band, Gym, & Music)	32
Basic (All classes titled Basic; Exploring Science 1,2,3,4; Essential Mathematics and Integrated Mathematics 1,2,3)	25
Science Laboratory Classes, (Biology I & II, Chemistry I & II, Physics) Equal to number of lab stations	30
English	28
Nurse's Aide	48
Gym, Pool, Locker Room	360-400
Secondary Counselors	

The changes in the middle school and high school for Art, Business, Commercial Foods, Drafting, Homemaking, Industrial Arts, Typing and Vocational Education will be effective second semester of 1995-96.

Section 4 Special Education

All special education classes will be as mandated by state and federal law.

ARTICLE XII CLASS SIZE (Continued)

Section 5

At the beginning of each semester, the administration shall have twenty (20) days to make adjustments. Then, in cases where the maximums are exceeded, except in the cases of teacher consultants, school social workers, speech/language therapists, and school psychologists, administration will take prompt action to provide one of the solutions listed below:

- A. Open a new section
- B. Close enrollment
- C. Redistribute students
- D. Elementary (including special education), pay a daily rate stipend of \$3.50 per student over effective the first date that the student entered the class.
- E. Secondary (including special education), pay semester stipend of \$125 per student over irrespective of date that student entered the class.
- F. Employ an aide.

The Board and the Association agree that in the event of an economic crisis, the Board may implement the 1985-86 class size range-maximum figures. The maximum for Business, Typing, Industrial Arts, Drafting, Homemaking, and Art will be 36.

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

Section 6

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

In the elementary any teacher who has enrolled in his/her class more than three (3) students from a Categorical or Resource Room will be paid a daily stipend of \$3.50 for each student in excess of three effective the first date that the student entered the class.

In grades 6-12 teachers who have enrolled in any class more than three (3) students from a Categorical or Resource Room will receive a stipend of \$125 per semester per student in excess of three per class irrespective of the date that student(s) entered the class. Teachers of gym, pool and locker room will receive a stipend of \$125 per semester per student in excess of five per class irrespective of the date that student(s) entered the class.

If a Special Education co-teacher is in the regular education classroom with the Resource or Categorical students assigned to him/her, there will be no stipend payment to the regular education teacher for those students.

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

Section 7

The Board will make every effort to distribute Special Education and bilingual students equally among classroom teachers.

ARTICLE XIII COMPENSATION

Section A

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

Section B

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

Section C Insurance

1. The Board shall purchase the three following coverages for each full-time teacher:

- a. Health Insurance - The Board at its option may provide either BCBSM MVF-II with full riders or MESSA Super-Med I including organ transplant rider. The prescription rider will have a five dollar (\$5.00) co-payment.

Any teacher receiving health insurance coverage will not be reimbursed for the \$50/100 deductible.

Each teacher not enrolled in health care (Blue Cross-Blue Shield or H.M.O.) will receive a \$85.00 monthly Board-funded annuity, payable over twelve (12) months.

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

- b. Dental Insurance - 80-80-80 Plan - Maximum annual benefit of \$1,300 applies to each teacher and their enrolled dependents. Orthodontic lifetime maximum of \$1,500. Orthodontics to age 19 for dependents with no age limit for the teacher. All other provisions shall remain the same.
- c. Vision Care - MESSA Vision II equivalent as currently provided through Prudential.

ARTICLE XIII COMPENSATION (Continued)

Section C Insurance (continued)

2. The Board shall also purchase the following coverages for each full-time teacher:
 - a. Long-term disability coverage for the teacher commencing after a six (6) month period of total disability and continuing during such total disability to age 70, or death, whichever comes first. The benefit shall be 60% of the teacher's salary to a monthly maximum benefit of \$5,000.
 - b. Group Life Insurance and Accidental Means Death and Dismemberment Insurance, each equal to one and one half (1 1/2) times the teacher's Schedule A annual salary to the nearest \$1,000. Members of the bargaining unit can elect to take a maximum of \$50,000 of this benefit. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken by the Board for the purpose of complying with provision.
 - c. A Prudential Group Legal Plan will be provided.
3. If a full-time teacher is absent from work and totally disabled, because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, his/her long-term disability coverage, Group Legal Plan, and his/her group life insurance through the end of the then current school year in which his/her long-term disability benefits take effect. Such teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverage.
4. Teachers who work a part-time schedule shall receive a prorated annual salary and shall also receive prorated Health Care Insurance, Dental Care Program, Vision Care, Group Legal Plan, and supplementary group life insurance contributions. For example, a teacher scheduled to work 1/5 of a regular week shall receive from the Board 1/5 of the monthly premium for Health Care Insurance and shall also receive 1/5 proration of the supplementary group life insurance and 1/5 of the Dental Care Program; a teacher scheduled to 2/5 time shall receive a 2/5 proration; 1/2 time receives a 1/2 time proration; 3/5 time receives a 3/5 proration and 4/5 time receives a 4/5 proration.
5. If a part-time teacher is absent from work and totally disabled because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, Group Legal Plan, and his/her prorated group life insurance through the end of the then current school year. The teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board of Education for such optional coverages.

ARTICLE XIII COMPENSATION (Continued)

Section C Insurance (continued)

6. If a full-time or part-time teacher takes a leave of absence for reasons other than total disability due to accident or prolonged illness, all coverages provided under 1., 2., or 3., above shall terminate at the end of the month in which they last work, except that teachers whose leaves commence as of July 1 but who change their minds and are approved for early return from leave as of the first day of the school year, shall be reimbursed for any health insurance premium they paid on their own for July and August. Further, teachers whose leaves commence July 1 and who have been on the payroll from the first day of the school year shall have all their insurance coverage paid through August 31. The latter provision shall also apply to teachers who resign at the end of the school year after having been on the payroll from the first day of the school year.
7. The Board of Education shall have the right to select insurance carriers for dental, vision, LTD, and life insurance coverage.
8. All teachers who retire from the Warren Consolidated Schools with at least ten (10) years of service and are eligible for a retirement from the Michigan Public Schools Employees' Retirement System are eligible for the following benefits:
 - a. \$5,000 Group Life (Accidental Death and Dismemberment will be discontinued) continued to age sixty-five (65). The \$5,000 will then be reduced to \$2,500 and remain in effect for the remainder of the retiree's lifetime.
 - b. Blue Cross-Blue Shield. The retiree will enroll immediately upon retirement in the State Retirement System Blue Cross-Blue Shield if health care coverage is needed. The Board will reimburse the retiree for his/her contribution to the Public School Employees' Retirement System Health Care Plan for the retiree only. Any additional costs for spouse, dependent children or sponsored dependent coverage will be borne by the retiree. This reimbursement will be for full family effective July 1, 1987.

Section D Automobile Allowance

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

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

ARTICLE XIII COMPENSATION (Continued)

Section E Payroll Procedures

1. Payroll checks will be issued in separate envelopes bi-weekly on Fridays to all employees, except as elsewhere provided. The responsibility of distribution will be made by the immediate supervisor.
2. Contractual salaries will be divided by 21 to determine the gross bi-weekly amount except for those teachers who request a division by 26 on appropriate forms furnished by the Administration.
3. Teachers will be paid one-half (1/2) of bi-weekly paycheck (1/21 or 1/26), for Schedule A only, the first Friday after school is in session. Following that, regular bi-weekly checks will be issued every two (2) weeks, except for holiday variants noted in Section E., 4., below. Any balance in the Board's contractual salary commitment to a teacher will be paid on the teacher's last scheduled working day or at the teacher's option in continued bi-weekly checks throughout the summer recess.
4. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to the recess.
5. Authorization for payroll deductions shall be available for:
 - a. Association Dues and voluntary political action contributions
 - b. U.S. Bonds
 - c. United Foundation
 - d. Additional MESSA coverages (if MESSA is the health carrier), Health, Accident and Life Insurance
 - e. Credit Union
 - f. Tax-deferred annuities. The District will transfer annuities to companies within one (1) week of the date upon which the deduction from pay is made.
6. Payroll adjustments will be based upon the number of teachers' working days in the school calendar.

Section F

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

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

ARTICLE XIV COMPENSABLE LEAVE

Section A

The following compensable leave provision shall be in effect. At the end of the 1985-86 school year, representatives of the School Board and the WEA shall meet to evaluate the success of the program in meeting the needs of teachers. If either side sees the compensable leave program as unsatisfactory, the compensable leave provisions and the long-term disability provisions in effect in the Agreement between the Warren Consolidated Schools and the Warren Education Association, reached on June 14, 1967 shall take effect. At that time any accumulated leave "frozen" as provided below shall be again placed at the disposal of affected teachers.

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

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

Section B

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

Each tenure teacher shall have twelve (12) days placed at his/her disposal at the beginning of each school year. Two (2) of these days may be used for personal business as provided for in Section D of this Article. Tenure teachers who are on non-compensable leave shall have a proration of their twelve (12) day allotment placed at their disposal upon their return to work. These days may be used by each tenure teacher for personal illness, including illness caused by and contributed to by pregnancy, family illness, bereavement and a maximum of three of these days may be used for religious holidays. For all such absences, the tenure teacher shall notify the school administration as soon as possible after becoming aware of the need for absence.

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

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

ARTICLE XIV COMPENSABLE LEAVE (Continued)

Section B (continued)

Any unused days from a tenure teacher's yearly allotment including those days allocated but not used during the 1981-82 school year, but not including bereavement days, may accumulate for use in succeeding years up to a total of forty-five (45) days. The current year's allotment shall be included in the forty-five (45) day total.

If, by reasons of discharge or termination, a teacher leaves before the end of the school year, his/her prorated unused leave days from the present and any accumulation shall be placed in the DCB described in Section C of this Article. If the employee has used more than one day per month at the time of termination, the overdraft will be removed from the teacher's accumulation. If insufficient accumulation exists, the teacher's pay will be adjusted a commensurate amount. Similarly, any overdraft of sick leave allotment usage by the end of the school year will be docked.

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

Section C District Central Bank

A District Central Bank shall be in effect on the first day of the school year. The Bank shall be funded at the beginning of the year with the unused days from the previous year's DCB and two days from each tenure teacher's personal accumulation allotment. The two (2) day contribution at the beginning of the year made by the teacher will be taken from his/her previous year's balance, if applicable. In any fiscal year when the DCB has more than twelve thousand (12,000) days, teachers will not be required to contribute to the Bank. Forty-five (45) days will be the maximum beginning balance.

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

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

The District Central Bank is intended to provide each tenure teacher with comprehensive protection from financial burdens imposed by long-term illness, accident or chronic, recurring illnesses and all disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery. Use of the days from the District Central Bank shall be supervised by a joint Association/ Administration committee. Medical verification may at times be required for withdrawal of District Central Bank days.

In the event of an accident which would be considered a workers compensation claim, absences of less than five days will be charged to the District Central Bank.

ARTICLE XIV COMPENSABLE LEAVE (Continued)

Section C District Central Bank (continued)

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

The first two (2) days of a chronic illness or a long term illness shall be charged to the teacher's own accumulated leave under Section B, above unless the teacher has already been admitted to the DCB that same year.

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

In any absence lasting forty-five (45) days or longer the Administration may require the teacher to see a doctor other than his/her own to verify the need for the absence. The teacher may select the doctor from a panel of twenty-five (25) medical doctors in the Warren area established jointly by Administration and the Association. The teacher must select a doctor not associated with his/her own doctor. If the opinion of the doctor selected conflicts with the opinion of the teacher's doctor, the teacher will select a third doctor from the panel for examination and opinion. Both parties agree to abide by the opinion of the third doctor. The Board shall pay the costs of such examinations.

A teacher who returns to work after an absence of five (5) months or longer must work 30 out of 40 consecutive work days in order to re-qualify for the District Central Bank unless he/she has an entirely unrelated illness or accident. Exceptions may be granted by the Superintendent.

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

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

Section D Personal Business Days

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

Notification of the personal business will be in writing to the immediate supervisor forty-eight (48) hours in advance of the time needed. If there is an emergency making such notice impossible, the teacher shall notify the immediate supervisor as soon as he/she is aware of the situation making the leave necessary.

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

ARTICLE XIV COMPENSABLE LEAVE (Continued)

Section E Elementary Compensable Leave Days

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

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

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

Section F Non-Tenure Teachers

Each first year non-tenure teacher shall have seven (7) sick days placed at his/her disposal at the beginning of his/her work year. Any days not used during this year may be accumulated and used during the second or third years of non-tenure teaching. Second and third year non-tenure teachers shall have eight (8) sick days placed at their disposal at the beginning of their work year. These days are to be used for personal illness, family illness, or bereavement. For all such absences the involved teacher shall notify the administration as soon as possible prior to the absence. Any unused days shall have a cash surrender value of \$15.00 per day to be paid at the end of each school year, or may, at the discretion of a teacher, be accumulated and used during the second or third years of non-tenure teaching. At the end of his/her probationary period, the teacher will receive a cash surrender value of \$15.00 per unused sick day.

Section G Released President

In order to assist the parties in the administration of the contract it is agreed that the President of the Association shall be released from his/her regular duties. The Board agrees to pay this President BA+20 maximum salary and full fringe benefits, excluding LTD. In addition, the Board will pay by cash payment to the WEA 5% of the BA+20 maximum salary in lieu of the Board's contribution of the President's retirement to the Michigan Public School Employees' Retirement Fund. Any salary experience increment earned during this year will be credited at full value.

ARTICLE XIV COMPENSABLE LEAVE (Continued)

Section H Association Business and Conference Time

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

Section I Jury Duty

Teachers summoned for jury duty shall immediately notify the Personnel Office. If teachers serve as jurors, they will be paid the difference between their jury pay and their Schedule A salary during the time they are on jury duty if they make every effort to secure a postponement of their jury service to the summer break. Release time will be provided if the affected teacher is required to appear in person for the purpose of appealing, postponing, or changing his/her status as a juror. Teachers are expected to secure the assistance of their principal and the Personnel Office in their efforts to obtain a postponement. If the principal and/or the Personnel Office submit a letter to the court requesting postponement, the request will not state the availability of the teacher during holiday break. The request will be for postponement to the summer break.

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

ARTICLE XV NON-COMPENSABLE LEAVE

Section A Request

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

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

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section B Association Representation Leaves

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

Section C Miscellaneous Leaves

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

Section D Responsibilities of the Teacher

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

Section E Reinstatement

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

Section F Termination of Leave Status

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

1. The teacher accepts employment other than that for which leave was granted, if any.
2. The teacher fails to return to work when the leave expires.
3. The teacher notifies the Personnel Department in writing that he/she wishes to terminate his/her leave.

Section G

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

Section H Short Duration Non-Compensable Leave

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

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

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

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

Section I

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

ARTICLE XVI MILITARY LEAVE

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

ARTICLE XVII PROFESSIONAL QUALIFICATIONS

Section A

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

Section B

Substitutes who hold only permits shall be employed by the Board only on a day-to-day substitute basis and for no more than the permit allows. The Association will be advised of the teachers' names and assignments in those cases where it becomes necessary to employ them for more than ten (10) consecutive days in the same position under this Section.

ARTICLE XVIII SABBATICAL LEAVE

Section A Purpose

Sabbatical Leave shall be available to teachers for professional improvement.

Section B Eligibility

1. An applicant must have accrued seven (7) consecutive full years of teaching service in the Warren Consolidated School District.

Section B Eligibility (continued)

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

Section C Application

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

Section D Selection

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

ARTICLE XVIII SABBATICAL LEAVE (Continued)

Section E Compensation

1. While on Sabbatical Leave, a teacher should receive 50% of his/her teaching salary for the time involved and all fringe benefits afforded bargaining unit members except long term disability insurance.
2. The teacher is responsible to notify the Business Office of the place to which his/her payroll check shall be addressed while he/she is on leave. Checks will be mailed to that address on or before the regular paydays.

Section F Miscellaneous Administrative Provisions

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

ARTICLE XIX ACADEMIC FREEDOM

Section A

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

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

ARTICLE XIX ACADEMIC FREEDOM (Continued)

Section B

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

Section C

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

Section D

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

ARTICLE XX BUILDING COMMITTEES

Section A Building Policy Committee

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

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

SECTION B - SCHOOL IMPROVEMENT PLAN/SITE BASED DECISION MAKING COMMITTEE

Public Act 25 requires the development of building level School Improvement Plans (SIP) with the involvement of building administrators, parents, students, teachers, other school employees and others in the community. Also required by State mandate is a Site Based Decision Making (SBDM) process.

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

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

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

1. It is recognized that the jurisdiction and authority of the SIP/SBDMC is not intended to extend beyond the scope of the traditional decision making authority at the building level. Any approved plans, courses of action, or decisions made by the SBDMC must not violate Board statutory authority, policies, mission statement, and goals. Further, they must not violate the Master Agreement, formal understandings, conditions, practices and policies established by the parties.
2. The SIP/SBDMC will not engage in collective bargaining or have the authority to address employment matters including but not limited to grievances and grievance procedure, employee performance, evaluation, discipline, salary, fringe benefits, working conditions, or matters established in statute such as the Public Employee Relations Act and the Teacher Tenure Act.
3. The committee will include teachers, administrators, parents, students, other school employees, and others in the community. The Associate Superintendent for Instruction will determine the composition of the committee.
 - a. Participation will be voluntary.
 - b. Bargaining unit members serving on the committee will be elected by bargaining unit members in the building.
 - c. The elections will be conducted by the WEA building representative on or before October 1 of the school year.
 - d. The District will send the Association a list of all building SIP/SBDM teams each year by November 1 of the school year.
 - e. The chairperson of the committee will be selected by the committee.
 - f. Minutes and agendas will be required for all meetings with copies posted on the Association bulletin board.
 - g. Committee decisions shall be decided by consensus.

SECTION B - SCHOOL IMPROVEMENT PLAN/SITE BASED DECISION MAKING COMMITTEE

3. (continued)
 - h. All building SIP/SBDMC decisions, courses of actions, and proposed plans will be sent to the Associate Superintendent for Instruction and the WEA President.
4. The conditions which follow shall govern bargaining unit members' participation in any and all plans, programs or projects included in the SIP/SBDM.
 - a. Participation by the employee in full or in part shall be voluntary.
 - b. The act of participation or non-participation shall not be used as a criterion for evaluation or discipline, including the placement of any negative information in any bargaining unit member's files related to SIP/SBDM.
5. Bargaining unit members will be compensated as follows:
 - a. Release time for training provided by the District held during the employee's regular work day.
 - b. Provision of a committee budget of three thousand dollars (\$3,000) per building or a per pupil allocation provided through grant funds for Site Based School Improvement purposes, whichever is greater, to be used exclusively for substitutes, workshop rates, materials, printing, food, and speakers. This can include payment of WEA team members and WEA bargaining unit members for meetings during prep time or beyond the regular school day. The money is not to be spent for substitutes or workshop rates for non-bargaining unit members. The team will decide how the budget is spent.
6. Building faculty meetings will not be used for SIP/SBDM training or planning other than for the purpose of periodic updates and soliciting input from the faculty.
7. Training will be provided for bargaining unit members serving on building SIP/SBDM committees. The Board will advise the Association and seek input regarding training.
8. In the event that the SBDM mandate is repealed, any reference to SBDM is null and void, and this Article shall become applicable only to School Improvement Planning.

ARTICLE XXI LAY-OFF AND RECALL PROCEDURES

Section A Definitions

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

Section B Procedures

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

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

Section C Recall

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

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

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

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

No new teachers shall be hired in subject areas before teachers who are laid off from other subject areas who may be qualified are recalled or decline the opening.

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

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

Section C Recall (continued)

Tenure teachers and non-probationary bargaining unit members shall have recall rights for three (3) years. Laid-off probationary bargaining unit members will remain on a recall list for the length of their seniority to a maximum of three (3) years. There is no ability of a laid-off teacher to take a leave of absence unless he/she is under contract in another public school system. However, a teacher may decline recall to a position of less than .4 without jeopardizing his/her lay-off status. Effective August 28, 1995 a recalled teacher must work one year in order to qualify for a leave of absence under ARTICLE XV.

Section D

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

Section E

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

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

ARTICLE XXII TUITION REIMBURSEMENT

Section A

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

ARTICLE XXII TUITION REIMBURSEMENT (Continued)

Section B

A teacher who has acquired a permanent teaching certification and who continues his/her professional growth through enrollment in graduate course related to his/her professional responsibilities shall be reimbursed for his/her tuition upon submission of proof that the courses have been successfully completed. Reimbursement shall be limited to twenty dollars (\$20.00) per semester hour applied to no more than six (6) hours per calendar year, and shall not apply to hours taken through a program for which teachers receive subsidy from other courses such as NSF, NDEA, etc., except that when the subsidy is less than twenty dollars (\$20.00) per hour, the balance shall be reimbursed by the Board. Further, should a teacher accrue more than six (6) qualified hours in a given year, the balance may be included for reimbursement in the following year.

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

ARTICLE XXIII CURRICULUM AND MATERIALS

Section A

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

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

1. The Steering Committee shall consist of seven (7) teachers, six (6) principals, and one (1) central office administrator. Two (2) teacher representatives from each of the elementary, middle school, and senior high levels shall be selected by the teachers in an election conducted by the Association. One (1) teacher representative shall be appointed by the Association President.
2. The Steering Committee shall determine its organizational structure, procedures and guidelines for the granting of these funds within the expenditure/reimbursement policies of the Board.
3. The Steering Committee will review all curriculum changes including those not necessarily funded through this Committee. The Committee may establish teacher curriculum study groups which shall be composed of both teachers and administrators on the basis of two (2) administrators per five (5) teachers. Teachers shall be paid at the workshop rate. The Committee may also allocate funds for teacher initiated projects of an innovative nature and projects of inservice. The total funds available to the Committee for these purposes shall be thirty-five thousand dollars (\$35,000) for each school year, seven thousand (\$7,000) of which may be allocated to projects of inservice, and upon request, release time may be permitted by the Associate Superintendent for Instruction to complete the business before the Committee.

ARTICLE XXIII CURRICULUM AND MATERIALS (Continued)

Section A 3. (continued)

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

Section B

The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, teaching supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board agrees at all times to keep the schools reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving selections, and use of such educational tools.

Section C

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

Section D

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

Section E Professional Staff Development

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

Twenty-one thousand dollars (\$21,000) for each year of the contract will be funded by the WCS Board of Education for the professional development of bargaining unit members.

The Professional Staff Development Policy Board will establish the guidelines for the granting of these funds. It will further establish its own rules for its internal structure and operation.

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

Section F - Mentor Program and Professional Development for Novice Teachers During Their First Three Years of Induction to the Teaching Profession

In accordance with Section 1526 of the School Code, for the first three (3) years of his or her employment in public school teaching, a teacher shall be assigned by the District to a master teacher, college professor or retired master teacher who shall act as mentor to the newly inducted teacher. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial relationship.

Section F - Mentor Program and Professional Development for Novice Teachers During Their First Three Years of Induction to the Teaching Profession (Continued)

1. A master/mentor teacher shall be a tenured teacher, college professor or retired master teacher with successful completion of seven (7) years of classroom teaching, preferably in the newly inducted teacher's area of specialization.
2. A mentee shall be defined as a newly inducted teacher in his/her first three (3) years of employment in the public school teaching profession. Probationary teachers who have taught for three (3) years or more in another district will not be defined as mentees. These first three (3) years are not limited to employment in the District. If the bargaining unit member was employed in a previous public school district and satisfied all or part of the three (3) year mentor assigned requirement, this will be credited in Warren Consolidated toward the three (3) year requirement. It shall be the responsibility of the bargaining unit member to provide documentation to the District of having satisfied all or part of the three (3) year mentor assigned requirement in another school district.
3. The master/mentor teacher shall be assigned in accordance with the following:
 - a. All participation as a master/mentor teacher shall be voluntary.
 - b. All master/mentor positions shall be filled from within the bargaining unit; however, if a bargaining unit member is not assigned, the District must show good cause. After adequate posting, if the position cannot be filled with a bargaining unit member, then the Board may fill the position from outside the bargaining unit.

The Board of Education shall not use its right to appoint, to terminate or renew appointments for bargaining unit members in an arbitrary, capricious or discriminatory manner.
 - c. The appointment to a master/mentor position shall be for up to one (1) year. For the subsequent year, all positions will be posted according to 3.,B. above.
 - d. A master/mentor teacher can have no more than two (2) mentees at one time.
 - e. A mentee shall be assigned to no more than one (1) master/mentor teacher at a time. This provision will not preclude a mentee from having two (2) different master/mentors during the term of a school year.
 - f. The administration will notify the Association of the names of all master/mentor teachers and their assigned mentees within twenty (20) days after the assignment.

Section F - Mentor Program and Professional Development for Novice Teachers During Their First Three Years of Induction to the Teaching Profession (Continued)

3. (continued)

- g. The master/mentor teacher, if an employee of the District, may from time to time receive release time from his/her regular employment duties to work with the mentee.
- h. The master/mentor teacher will participate in staff development programs as required.
- i. The District may provide sabbatical leaves for up to one academic year for selected master/mentor teachers as provided for in Section 1525 of the School Code and approved by the Board of Education. These sabbatical leaves will be in addition to the maximum number stated in Article XVIII of this Master Agreement. The provisions of the leave shall be at the discretion of the administration and shall not exceed the compensation set forth in Article XVIII, Section E.

4. Bargaining unit members assigned to a master/mentor teacher shall be in accordance with the following:

- a. Only those in their first three (3) years of employment in public school classroom teaching as defined in 2. above. For parttime mentees the first three years will qualify regardless of the length of the assigned work day.
- b. Full and parttime mentees shall receive a minimum of fifteen (15) days of professional development experiences to enhance their teaching skills, familiarize them with School District programs and policies and provide them with resources relative to the best practices in teaching and learning.
- c. During the first calendar year of employment with the District, mentees will be obligated to complete three (3) six (6) hour days of staff development beyond the regular calendar year without compensation. The Association will be responsible for two (2) hours of the staff development presentation relating to topics relevant to new teachers, if it chooses to do so.
- d. The three (3) half-day teacher inservice sessions provided for in Schedule G of this Master Agreement, shall apply as three (3) days, each year, toward the fifteen (15) day requirement.
- e. The remaining three (3) days shall be provided for during the regular duty day, unless mutually agreed upon between the principal and mentee according to 4.,f. Below.

Section F - Mentor Program and Professional Development for Novice Teachers During Their First Three Years of Induction to the Teaching Profession (Continued)

4. (continued)
 - f. Professional development attended during the work day, before or after regular duty hours and/or the interval between academic years may be applied toward the fifteen (15) day requirement as approved by the building principal. Attendance beyond the regular work day and work year will be voluntary. In these cases, a full staff development day will equate to no less than two and one-half (2.5) hours of training and not exceed the number of hours in a contractual work day.
 - g. If the bargaining unit member was employed in a previous district and satisfied all or in part of the professional development requirement, this will be credited in Warren Consolidated toward the fifteen (15) day requirement. It shall be the responsibility of the bargaining unit member to provide documentation to the District of having satisfied all or part of the professional development requirement in another public school district.
5. The master/mentor teacher and mentee relationship will not be a subject included in the evaluation of the master/mentor teacher or the mentee. Neither the master/mentor teacher nor the mentee will be permitted to participate in any matter related to the evaluation of the other. The master/mentor teacher will not be required to provide data for decisions regarding the eventual decision to confer tenure upon a probationary teacher nor will the master/mentor participate formally or informally in the decision to confer tenure upon a probationary teacher. The master/mentor teacher will not be called as a witness in any grievance or administrative hearing involving the mentee nor will the mentee be called as a witness in any grievance or administrative hearing involving the master/mentor teacher.
6. A master/mentor teacher will be paid a stipend of six hundred fifty dollars (\$650.00) per mentee per year. A master/mentor teacher assigned for one (1) semester will be paid a stipend of three hundred twenty five dollars (\$325.00) per mentee. In addition, the mentor will be paid the Schedule D workshop rate for attendance at training required outside the required regular work day or calendar year. Should the principal assign to the mentor, as part of his/her mentor/mentee responsibility, a special project which is beyond the customary role of the mentor, he/she shall be compensated at the Schedule D workshop rate. If a non-bargaining unit master/mentor is paid a greater stipend and hourly rate, the bargaining unit member will be paid this greater amount.
7. Should the mentor/mentee program, as provided for in Sections 1525 and 1526 of the State Code, be abolished or substantially altered or the program expand to such an extent that a full time position(s) may be warranted, this Article of the Master Contract shall be reopened for bargaining.

Section A

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

Section B

All instructional positions in Driver Education, Adult Education (embracing subjects taught in the school system during the regular school year), Summer School and Schedule B shall be filled within the bargaining unit. After adequate posting, if the position cannot be so filled, with qualified personnel, then the Board may fill the position from outside the bargaining unit.

Driver Education positions and workload will be determined at a bid session according to the Memorandum of Understanding dated February 10, 1989.

Section C

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

Section D

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

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

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

Section E

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

Section F Inclusion

1. Inclusion is recognized as the placement of autistic, trainable mentally impaired, severely mentally impaired, and severely multiply impaired, into regular education programs on a part-time or full-time basis.
2. The Board shall give the WEA information about current or future planning for further implementation of inclusion in Warren Consolidated Schools, including any Intermediate School District plans, so that the WEA can have opportunity to give suggestions.
3. Bargaining unit members providing instruction or other service to these basic four classifications of included special education students shall be invited to the pre-planning and IEPC meetings. The Board will provide release time for these meetings. The WEA will be provided with a summary form of confidential information from such pre-planning and IEPC's.
4. Any teacher may advise the principal if it appears that the IEPC plan for a student needs revision. This could also include the perception of disruptive impact on the regular education instruction. The IEPC outcome shall continue to be determinative.
5. On a case-by-case basis, the District, the Association, and the affected teachers servicing the identified special education student, will meet to determine what training, supplementary aides, and support personnel will be provided to the teachers who will be providing instructional or other services to the student. The Board will make the final decision regarding training, supplementary aides, and support personnel.
6. Class size shall become two (2) less for each inclusion student in regular academic classes. (Thus, when a student with one of the four severe disabilities is included in a class with 27 maximum class size, that class size maximum shall become 25 with the inclusion student.) The Board shall not have the option to exceed the contractual maximum. No more than one student with any of the four severe disabilities shall be placed in any single regular education classroom. The included student shall not count for special education overage.
7. Any regular education classroom teacher or resource room teacher involved in planning meetings specifically related to the included child during preparation time or beyond the regular school day will log the time and be reimbursed at Schedule D workshop rates. Support service bargaining unit members, such as Social Workers, Teacher Consultants, Speech Therapists, School Psychologists, involved in planning meetings specifically related to the included child beyond the regular school day will log the time and be reimbursed at Schedule D workshop rates.
8. Current State of Michigan Special Education law does not hold teachers accountable when an inclusion students' progress does not meet the projected goals and objectives.

ARTICLE XXV TERM OF AGREEMENT

Section A Duration of Agreement

This Agreement shall be effective as of August 21, 1992. The Agreement shall continue in full force and effect through August 24, 1998.

Section B Successor Agreements

On or before May 15, 1998, either side may give notice by certified mail of its desire to terminate, amend or modify this Agreement. Upon receipt of this notice by the other side, arrangements shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend or modify the Agreement by May 15, 1998, then the Agreement shall automatically be extended on the same terms for another year and, similarly from year to year thereafter, with the notification date of intent to terminate, amend or modify being May 15, of the successor year.

Section C Interim Amendments

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

THE WARREN CONSOLIDATED SCHOOL DISTRICT

Curtis D. Duffinbaugh
President

Samuel S. Kappanon
Secretary

Paul S. Karamatakos
Superintendent of Schools

Dee K. Allen
Associate Superintendent
Human Resources and Operations

THE WARREN EDUCATION ASSOCIATION

Joseph L. Lahn
President

[Signature]
Vice President

Donda Schwartz
Teacher, Bargaining Team

Beta Cartier
Teacher, Bargaining Team

William D. Bartone
Teacher, Bargaining Team

Kerry Banish
Teacher, Bargaining Team

Frank Stone
Teacher, Bargaining Team

SCHEDULE A

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

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

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

5. The following index shall be effective:

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	1.0000	1.0400	1.0700	1.1100	1.1300
1	1.0400	1.0800	1.1100	1.1500	1.1700
2	1.1000	1.1400	1.1800	1.2200	1.2400
3	1.1700	1.2100	1.2500	1.2900	1.3100
4	1.2400	1.2800	1.3300	1.3700	1.3900
5	1.3100	1.3600	1.4600	1.5100	1.5300
6	1.3900	1.4400	1.5500	1.6000	1.6200
7	1.4700	1.5300	1.6400	1.7000	1.7200
8	1.5600	1.6200	1.7400	1.8000	1.8200
9	1.6500	1.7200	1.8400	1.9100	1.9300
10	1.6860	1.7560	1.9500	2.0200	2.0500
11	-----	-----	1.9860	2.0560	2.0860

All indexes refer to the currently established base salary.

SCHEDULE A (Continued)

* These courses shall be on the graduate level or apply toward permanent certification or annual authorization.

** These courses must be at the graduate level unless approved in advance by the Superintendent.

*** Includes Specialist, M.S.W. and double Masters Degree.

6. Those who complete the fifth (5th) year of teaching experience as credited in Warren during a school year shall be expected to make written request for adjustment. Such adjustment, prorated, shall be added to the final check of the school year.
7. Teachers must present written evidence of qualification to benefit from salary allowances on advanced degree and extra hour schedules. Payment shall be made in a lump sum on a prorated basis at the end of the school year for any credits earned during that year providing an official transcript is received from the college authorities on or before June 1 indicating that the course work has been satisfactorily completed in accordance with college regulations. All credits must be in accordance with the standards established herein.
8. Teachers who work a part-time schedule shall receive a prorated annual salary and increment credit. Prorating of salaries will be based on the number of teaching periods or teaching days in relation to the full teaching load in the same assignment. Such teachers will also receive a prorated hospital and medical insurance contribution in accordance with the formula in insurance Article XIII, Section 3.
9. Payroll adjustments will be based upon the number of teacher working days in the school calendar.
10. Longevity

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

1992-1995

15 years-----	\$550
20 years-----	\$550
25 years-----	\$650

1995-97

15 years-----	\$675
20 years-----	\$675
25 years-----	\$775

1997-98

15 years-----	\$800
20 years-----	\$800
25 years-----	\$900

SCHEDULE A (Continued)

11. Salary Schedule for Nurses

Salary schedules shall be constructed as follows:

Non-degree Nurses-----90% of teacher BA salary schedule
Degree Nurses-----100% of teacher BA salary schedule

12. a. Beginning in 1995-96, teachers employed in that school year including those on recall and leave of absence will receive additional compensation for their twenty-five (25) minutes loss of preparation time in the elementary schools at the rate of 2% of their Schedule A salary up to a maximum of \$1,200.
- b. In order to be eligible for this stipend, the teachers must have lost twenty-five (25) minutes of their daily prep time. Elementary teachers not eligible for this stipend assigned to a single building will receive twenty-five (25) consecutive minutes of prep time each day, not necessarily at the same time each day. This is in addition to the preparation time provided for in Article XI, Section B (1). Elementary non-classroom travelling teachers not eligible for the stipend will arrange their schedules to provide for twenty-five (25) additional minutes of preparation time per day. Beginning with the 1996-97 year, newly hired employees with no seniority in the District will not receive this compensation.

SCHEDULE A EFFECTIVE AUGUST, 1992 THROUGH JUNE, 1993

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	28,198	29,326	30,172	31,300	31,864
1	29,326	30,454	31,300	32,428	32,992
2	31,018	32,146	33,274	34,402	34,966
3	32,992	34,120	35,248	36,375	36,939
4	34,966	36,093	37,503	38,631	39,195
5	36,939	38,349	41,169	42,579	43,143
6	39,195	40,605	43,707	45,117	45,681
7	41,451	43,143	46,245	47,937	48,501
8	43,989	45,681	49,065	50,756	51,320
9	46,527	48,501	51,884	53,858	54,422
10	47,542	49,516	54,986	56,960	57,806
11	-----	-----	56,001	57,975	58,821

SCHEDULE A EFFECTIVE AUGUST, 1993 THROUGH JUNE, 1994

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	29,326	30,499	31,379	32,552	33,138
1	30,499	31,672	32,552	33,725	34,311
2	32,259	33,432	34,605	35,778	36,364
3	34,311	35,484	36,658	37,831	38,417
4	36,364	37,537	39,004	40,177	40,763
5	38,417	39,883	42,816	44,282	44,869
6	40,763	42,229	45,455	46,922	47,508
7	43,109	44,869	48,095	49,854	50,441
8	45,749	47,508	51,027	52,787	53,373
9	48,388	50,441	53,960	56,013	56,599
10	49,444	51,496	57,186	59,239	60,118
11	-----	-----	58,241	60,294	61,174

SCHEDULE A EFFECTIVE AUGUST, 1994 THROUGH JUNE, 1995

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	30,206	31,414	32,320	33,529	34,133
1	31,414	32,622	33,529	34,737	35,341
2	33,227	34,435	35,643	36,851	37,455
3	35,341	36,549	37,758	38,966	39,570
4	37,455	38,664	40,174	41,382	41,986
5	39,570	41,080	44,101	45,611	46,215
6	41,986	43,497	46,819	48,330	48,934
7	44,403	46,215	49,538	51,350	51,954
8	47,121	48,934	52,558	54,371	54,975
9	49,840	51,954	55,579	57,693	58,298
10	50,927	53,042	58,902	61,016	61,922
11	-----	-----	59,989	62,104	63,010

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

SCHEDULE A EFFECTIVE AUGUST, 1995 THROUGH JUNE, 1996

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	31,112	32,356	33,290	34,534	35,157
1	32,356	33,601	34,534	35,779	36,401
2	34,223	35,468	36,712	37,957	38,579
3	36,401	37,646	38,890	40,134	40,757
4	38,579	39,823	41,379	42,623	43,246
5	40,757	42,312	45,424	46,979	47,601
6	43,246	44,801	48,224	49,779	50,401
7	45,735	47,601	51,024	52,890	53,513
8	48,535	50,401	54,135	56,002	56,624
9	51,335	53,513	57,246	59,424	60,046
10	52,455	54,633	60,668	62,846	63,780
11	-----	-----	61,788	63,966	64,900

SCHEDULE A EFFECTIVE AUGUST, 1996 THROUGH JUNE, 1997

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	32,045	33,327	34,288	35,570	36,211
1	33,327	34,609	35,570	36,852	37,493
2	35,250	36,531	37,813	39,095	39,736
3	37,493	38,774	40,056	41,338	41,979
4	39,736	41,018	42,620	43,902	44,543
5	41,979	43,581	46,786	48,388	49,029
6	44,543	46,145	49,670	51,272	51,913
7	47,106	49,029	52,554	54,477	55,117
8	49,990	51,913	55,758	57,681	58,322
9	52,874	55,117	58,963	61,206	61,847
10	54,028	56,271	62,488	64,731	65,692
11	-----	-----	63,641	65,885	66,846

SCHEDULE A EFFECTIVE AUGUST, 1997 THROUGH JUNE, 1998

<u>Experience</u>	<u>Bachelors</u>	<u>Bachelors +20 s.h.*</u>	<u>Masters</u>	<u>Masters +15 s.h.**</u>	<u>Masters** +30 s.h.***</u>
0	33,006	34,326	35,316	36,637	37,297
1	34,326	35,646	36,637	37,957	38,617
2	36,307	37,627	38,947	40,267	40,927
3	38,617	39,937	41,258	42,578	43,238
4	40,927	42,248	43,898	45,218	45,878
5	43,238	44,888	48,189	49,839	50,499
6	45,878	47,529	51,159	52,810	53,470
7	48,519	50,499	54,130	56,110	56,770
8	51,489	53,470	57,430	59,411	60,071
9	54,460	56,770	60,731	63,041	63,702
10	55,648	57,959	64,362	66,672	67,662
11	-----	-----	65,550	67,860	68,851

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

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS

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

The appointment to a position is for one (1) school year only. The Board of Education shall not use its right to terminate or renew appointments in an arbitrary, capricious or discriminatory manner. Each year a person who desires an appointment must make application by April 30th of the year preceding the year s/he desires such an appointment. Positions on these schedules will be filled as needed during the school year at the discretion of the Board of Education.

1. <u>Athletics</u>	<u>Percentage of Schedule A Base</u>
Baseball, Head, H.S.	0.12000
Baseball, Reserve, H.S.	0.09000
Basketball, Head, H.S.	0.16000
Basketball, Reserve, H.S.	0.12250
Basketball, Grade 9	0.08478
Basketball, Grades 7 and 8	0.07262
Cheerleaders, H.S.	0.10000
Cheerleaders, Grade 9	0.04000
Cross Country, H.S.	0.10000
Drill Team, H.S.	0.04000
*Faculty Manager, H.S.	0.18000
Faculty Manager, Asst. H.S.	0.10000
Football, Head H.S.	0.16000
Football, Ass't., H.S.	0.12250
Football, Grade 9	0.09796
Football, Grades 7 and 8	0.08346
Golf, H.S.	0.10000
Intramural Coordinator, M.S.	0.12000
Soccer Head, H.S.	0.10000
Soccer, Ass't., H.S.	0.07500
Softball, H.S. (Girls)	0.12000
Softball, Reserve, H.S.	0.09000
Swimming, Head, H.S.	0.12000
Swimming, Ass't., H.S.	0.09000
Synchronized Swimming, H.S.	0.04000
Tennis, Boys, H.S.	0.10000
Tennis, Girls, H.S.	0.10000
Tennis, Ass't, H.S.	0.07500
Track, Head, H.S.	0.13000
Track, Ass't., H.S.	0.10000
Track, Head, M.S. (Co-Ed)	0.07745
Track, Ass't., M.S. (Co-Ed)	0.06530
Volleyball, H.S. (Girls)	0.13000
Volleyball, Reserve, H.S. (Girls)	0.10000
Volleyball, Grade 9 (Girls)	0.08478
Volleyball, Grades 7 & 8 (Girls)	0.07262
Wrestling, Head, H.S. (Boys)	0.12000
Wrestling, Ass't., H.S. (Boys)	0.09000

* (Summer work of five (5) days prior to opening of school to be paid at rate of 1/184 of Schedule A salary plus longevity per day.) Three of the above days will be the three prior to the opening day of school. Faculty Managers will be assigned three classes and three preparation periods per day. Each high school will receive an additional .2 allocation for this assignment.

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

2. <u>Scholastics</u>	<u>Percentage of Schedule A Base</u>
Adopt-A-School Building Coord.	0.04188
*Building Head Driver Training Camp (Elem. and Secondary)	0.10540 \$100 per night at camp
Computer Contest Coordinator, H.S.	0.05227
Debate	0.08360
Debate, Reserve	0.06281
Elementary Contest Sponsor	0.05227
Forensics	0.05227
Future Problem Solving, M.S./Sr. H.	0.06281
Language Arts Contest Coord. M.S.	0.05227
Math Contest Coord., M.S./Sr. H.	0.05227
National Honor Society, Sr. H Overnight Activities with District Approval	0.06281 \$100 PER NIGHT
Play Director (No more than two)	0.05227
Quiz Bowl, Sr. H.	0.05227
Radio Director, H.S.	0.05227
Safety Patrol (1-15 rooms)	0.04188
**Safety Patrol (over 15 rooms)	0.05227
School Paper, H.S.	0.05227
Science Fair Club Mentor (one per District)	0.07321
Science Fair Sponsors	0.05227
Science Olym. M.S./Sr. H.	0.08360
Service Squad (1 -15 rooms)	0.04188
**Service Squad (over 15 rooms)	0.05227
Speech/Drama Sponsor, M.S.	0.04750
Spirit Club Coach, M.S.	0.07321
Stage Crew Director	0.08360
Stage Crew Assistant	0.05227
Student Activities, H.S.	0.09414
Student Activities, M.S.	0.07321
Systems Operator, H.S.	0.05227+ TWO HOURS RELEASE TIME PER DAY
Systems Operator, M.S./ELEM. (One Per Site)	0.05227+ TWO DAYS RELEASE TIME PER MONTH
Television Director, H.S.	0.05227
Yearbook, H.S.	0.08360
Yearbook Sponsors, M.S.	0.04750

* (Supervisor of summer driver education will assign instruction time to be paid at Schedule D rates.)

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

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

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

TOURNAMENT PAY FOR COACHES

Coaching compensation for tournaments shall be the daily rate stipend during the regular season. (The number of days per sport per season as regulated by MHSAA.)

Tournament pay for varsity coaches and their assistants shall commence:

1. With the first practice for the first District game following the conclusion of the regular season schedule, in baseball/softball.
2. After the first tournament game in basketball.
3. When practice commences for the first tournament game/event/competition for all other Fall, Winter, Spring sports or academic* competition.
(*To be viewed on a case-by-case basis; intent is "tournament" time beyond a "regular" season.)
4. Varsity coaches may request additional assistance from the junior varsity staff; such request is to be submitted through the Building Faculty Manager to the District Athletic Director for approval.

SCHEDULE C

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

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

1. Special Education Personnel

Emotionally Impaired	\$300
Hearing Impaired	300
Learning Disability	300
Mentally Impaired-Educable	300
Mentally Impaired-Trainable	300
Occupational Therapist	300
Psychologist	300
Social Worker	300 + 1 week *
Speech Therapist	300
Teacher Consultant	300
Visually Impaired	300
Work Study Coordinator	300

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

SCHEDULE C (Continued)

1. Special Education Personnel (con't)

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

2. Miscellaneous

A-V Specialist, Secondary	\$300
Bilingual Specialist	300
Consultant	4% of MA Max. + 2 weeks
Counselor	300 + 1 week
Gifted Specialist	300
Media, Elementary	300
Reading Clinician	300
Reading Specialist	300
Special Needs Advocate	+ 1 WEEK
Alternative to Suspension	No stipend
Bilingual Resource Teacher	No stipend
Developmental Kindergarten	No stipend
Developmental First Grade	No stipend
Interdisciplinary Technical Support Specialist, CPC	No stipend

3. Special Needs

Teachers who have 80% or more special education students in any state approved vocational class shall be eligible for the special education differential regardless of their special education certification or lack thereof.

4. Coordinator of Nurses

Five percent (5%) of Salary Schedule for Nurses.

SCHEDULE D

Hourly remuneration for extra duties as assigned:

1. Teachers of Driver Education and Substitute Rate .079%*
2. Curriculum Workshops .079%*
3. Adult and Summer School and Classroom Driver Education .079%*

Hourly remuneration for extra duties as assigned (continued)

4. Music .079%*
 - a) Band Director, H.S.
 - b) Band Director, M.S.
 - c) Chorus, M.S.
 - d) Central Maintenance
 - e) Elementary Choir
 - f) Elementary Instrumental
 - g) Middle School Strings
 - h) Secondary Orchestra
 - i) Vocal Music, H.S.

SCHEDULE D (CONTINUED)

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

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

RETROACTIVITY

Schedule A through D, excluding the substitute rate and workshop rate, shall include full retroactivity to the 1992-93 school year including all subsequent years.

SCHEDULE E BUILDING CHAIRPERSONS

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

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

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

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

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

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

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

SCHEDULE F MILEAGE EXPENSE - Refer to Article XIII, Section D.

SCHEDULE G SCHOOL CALENDAR 1992-93

Teacher Orientation	August 31	Monday
K-12 1/2 Day (No P.M. Kdg.)	September 1	Tuesday
K-12 Full Day (No A.M. Kdg./	September 2	Wednesday
M.S. only - 1/2 day)		
K-12 Full Day (M.S. only - 1/2 day)	September 3	Thursday
Labor Day Holiday - No School	September 4	Friday
Labor Day - No School	September 7	Monday
Classes Resume	September 8	Tuesday
Thanksgiving - No School	November 26	Thursday
No School	November 27	Friday
Classes Resume	November 30	Monday
Last Class Day - Winter Recess	December 18	Friday
Classes Resume	January 4	Monday
February Break - No School	February 22	Monday
Classes Resume	March 1	Monday
Good Friday-Spring Recess-No School	April 9	Friday
Classes Resume	April 19	Monday
Memorial Day - No School	May 31	Monday
K-12 1/2 Pupil Day	June 17	Thursday
Last Teacher Day	June 18	Friday
TOTAL PUPIL CLASS DAYS	182	
TOTAL TEACHER DAYS	184	

This calendar will provide for three (3) one-half (1/2) days of inservice to be held so that no more than 20% of the total district's students will be dismissed at one time.

This calendar will provide for one (1) one-half (1/2) professional development day to be held at the end of the first semester for elementary teachers.

Parent-Teacher Conferences

Elementary: It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school, afternoons, or evenings.

Parent-Teacher Conferences (Con't)

Kindergarten: Three (3) half days per section per semester

RR-6: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

Day 1 - Exam hours 1-2, school dismissed

Day 2 - Exam hours 3-4, school dismissed

Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 1993-94

Teacher Orientation	August 30	Monday
K-12 1/2 Day (No P.M. Kdg.)	August 31	Tuesday
K-12 Full Day (No A.M. Kdg./	September 1	Wednesday
M.S. only - 1/2 day)		
K-12 Full Day (M.S. only - 1/2 day)	September 2	Thursday
Labor Day Holiday - No School	September 3	Friday
Labor Day - No School	September 6	Monday
Classes Resume	September 7	Tuesday
Thanksgiving - No School	November 25	Thursday
No School	November 26	Friday
Classes Resume	November 29	Monday
Last Class Day - Winter Recess	December 17	Friday
Classes Resume	January 3	Monday
Winter Break - No School	February 14	Monday
Classes Resume	February 21	Monday
Good Friday-Spring Recess-No School	April 1	Friday
Classes Resume	April 11	Monday
Memorial Day - No School	May 30	Monday
K-12 1/2 Pupil Day	June 16	Thursday
Last Teacher Day	June 17	Friday
TOTAL PUPIL CLASS DAYS	182	
TOTAL TEACHER DAYS	184	

This calendar will provide for three (3) one-half (1/2) days of inservice to be held so that no more than 20% of the total district's students will be dismissed at one time.

This calendar will provide for one (1) one-half (1/2) professional development day to be held at the end of the first semester for elementary teachers.

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Kindergarten: Three (3) half days per section per semester

RR-6: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

Day 1 - Exam hours 1-2, school dismissed

Day 2 - Exam hours 3-4, school dismissed

Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 1994-95

Teacher Orientation	August 29	Monday
K-12 1/2 Day (No P.M. Kdg.)	August 30	Tuesday
K-12 Full Day (No A.M. Kdg./	August 31	Wednesday
M.S. only - 1/2 day)		
K-12 Full Day (M.S. only - 1/2 day)	September 1	Thursday
K-12 Full Day	September 2	Friday
Labor Day - No School	September 5	Monday
Classes Resume	September 6	Tuesday
Thanksgiving - No School	November 24	Thursday
No School	November 25	Friday
Classes Resume	November 28	Monday
Last Class Day - Winter Recess	December 16	Friday
Classes Resume	January 3	Tuesday
Winter Break - No School	February 13	Monday
Classes Resume	February 20	Monday
Good Friday-Spring Recess-No School	April 14	Friday
Classes Resume	April 24	Monday
Memorial Day - No School	May 29	Monday
K-12 1/2 Pupil Day	June 15	Thursday
Last Teacher Day	June 16	Friday
TOTAL PUPIL CLASS DAYS	182	
TOTAL TEACHER DAYS	184	

This calendar will provide for three (3) one-half (1/2) days of inservice to be held so that no more than 20% of the total district's students will be dismissed at one time.

This calendar will provide for one (1) one-half (1/2) professional development day to be held at the end of the first semester for elementary teachers.

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Elementary: It is the responsibility of each teacher to arrange a conference with each parent during the week of parent-teacher conferences. Those that cannot be scheduled during the day set aside for this purpose shall be done in preparation time, after school, afternoons, or evenings.

Parent-Teacher Conferences (Con't)

Kindergarten: Three (3) half days per section per semester

RR-6: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

Day 1 - Exam hours 1-2, school dismissed

Day 2 - Exam hours 3-4, school dismissed

Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 1995-96

Teacher Orientation	August 28	Monday
K-12 1/2 Day (No P.M. Kdg.)	August 29	Tuesday
K-12 Full Day (No A.M. Kdg./	August 30	Wednesday
M.S. only - 1/2 day)		
K-12 Full Day (M.S. only - 1/2 day)	August 31	Thursday
Labor Day Holiday - No School	September 1	Friday
Labor Day - No School	September 4	Monday
Classes Resume	September 5	Tuesday
Thanksgiving - No School	November 23	Thursday
No School	November 24	Friday
Classes Resume	November 27	Monday
Last Class Day - Winter Recess	December 20	Wednesday
Classes Resume	January 3	Wednesday
Winter Break - No School	February 12	Monday
Classes Resume	February 19	Monday
Good Friday-Spring Recess-No School	April 5	Friday
Classes Resume	April 15	Monday
Memorial Day - No School	May 27	Monday
K-12 1/2 Pupil Day	June 12	Wednesday
Last Teacher Day	June 13	Thursday
TOTAL PUPIL CLASS DAYS	182	
TOTAL TEACHER DAYS	184	

This calendar will provide for three (3) one-half (1/2) days of inservice for all teachers.

This calendar will provide for one (1) one-half (1/2) records day for elementary teachers on a date determined by the building principal after consultation with the faculty.

Middle school half days scheduled during the first week of school will be used for team work activities.

Days for inservice and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within the 184 day teacher calendar.

Parent-Teacher Conferences

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

DEVELOPMENTAL
KINDERGARTEN
AND
Kindergarten:

Three (3) half days per section per semester

D.1-5: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

Day 1 - Exam hours 1-2, school dismissed

Day 2 - Exam hours 3-4, school dismissed

Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 1996-97

Teacher Orientation	August 26	Monday
K-12 1/2 Day (No P.M. Kdg.)	August 27	Tuesday
K-12 Full Day (No A.M. Kdg./ M.S. only - 1/2 day)	August 28	Wednesday
K-12 Full Day (M.S. only - 1/2 day)	August 29	Thursday
K-12 Full Day	August 30	Friday
Labor Day - No School	September 2	Monday
Classes Resume	September 3	Tuesday
Thanksgiving - No School	November 28	Thursday
No School	November 29	Friday
Classes Resume	December 2	Monday
Last Class Day - Winter Recess	December 20	Friday
Classes Resume	January 6	Monday
Winter Break - No School	February 17	Monday
Classes Resume	February 24	Monday
Good Friday-Spring Recess-No School	March 28	Friday
Classes Resume	April 7	Monday
Memorial Day - No School	May 26	Monday
K-12 1/2 Pupil Day	June 12	Thursday
Last Teacher Day	June 13	Friday
TOTAL PUPIL CLASS DAYS	183	
TOTAL TEACHER DAYS	185	

This calendar will provide for three (3) one-half (1/2) days of inservice for all teachers.

This calendar will provide for one (1) one-half (1/2) records day for elementary teachers on a date determined by the building principal after consultation with the faculty.

Middle school half days scheduled during the first week of school will be used for team work activities.

Days for inservice and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within the 184 day teacher calendar.

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DEVELOPMENTAL
KINDERGARTEN
AND
Kindergarten:

Three (3) half days per section per semester

D.1-5: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

Day 1 - Exam hours 1-2, school dismissed

Day 2 - Exam hours 3-4, school dismissed

Day 3 - Exam hours 5-6, school dismissed

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

SCHEDULE G SCHOOL CALENDAR 1997-98

Teacher Orientation	August 25	Monday
K-12 1/2 Day (No P.M. Kdg.)	August 26	Tuesday
K-12 Full Day (No A.M. Kdg./	August 27	Wednesday
M.S. only - 1/2 day)		
K-12 Full Day (M.S. only - 1/2 day)	August 28	Thursday
Labor Day Holiday - No School	August 29	Friday
Labor Day - No School	September 1	Monday
Classes Resume	September 2	Tuesday
Thanksgiving - No School	November 27	Thursday
No School	November 28	Friday
Classes Resume	December 1	Monday
Last Class Day - Winter Recess	December 19	Friday
Classes Resume	January 5	Monday
Winter Break - No School	February 16	Monday
Classes Resume	February 23	Monday
Good Friday-Spring Recess-No School	April 10	Friday
Classes Resume	April 20	Monday
Memorial Day - No School	May 25	Monday
K-12 1/2 Pupil Day	June 11	Thursday
Last Teacher Day	June 12	Friday
TOTAL PUPIL CLASS DAYS	182	
TOTAL TEACHER DAYS	184	

This calendar will provide for three (3) one-half (1/2) days of inservice for all teachers.

This calendar will provide for one (1) one-half (1/2) records day on a date determined by the building principal after consultation with the faculty.

Middle school half days scheduled during the first week of school will be used for team work activities.

Days for inservice and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within the 184 day teacher calendar.

Parent-Teacher Conferences

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

DEVELOPMENTAL
KINDERGARTEN
AND
Kindergarten:

Three (3) half days per section per semester

D.1-5: Three (3) half days per semester.

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

Senior High: Parent-teacher conferences may be scheduled once a year. Teachers will receive one (1) day compensable time on the day following conferences.

Senior High Semester and Final Exam Schedule

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

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

Emergency Days

In the event that the District falls below 178 student days because of Section 101(3) of the School Aid Act, the WEA and Board agree:

1. Any rescheduled days will be one-half (1/2) day for students and teachers.
2. The first scheduled make-up day will be the last teacher day of school in which the students will be in for one-half (1/2) of a day and teacher's record day will be the other one-half (1/2) day.
3. Any other necessary days will be mutually agreed to by the WEA and administration.

APPENDIX #1 - RETIREMENT INCENTIVE

In the event that the Warren Consolidated Board of Education negotiates and/or unilaterally grants a new or additional retirement incentive or bonus plan for organized administrators, all eligible members of the WEA bargaining unit will be entitled to any and all of their benefits negotiated or granted.

APPENDIX #2

If any bargaining unit, or the exempt employees as a group, shall receive a greater adjustment to the salary schedule and fringe benefits, including longevity increases for the 1996-97 through 1997-98 school years, then the Warren Education Association (WEA) shall have a right to re-open bargaining for wages and benefits for the 1996-97 through 1997-1998 school years.

In calculating a greater adjustment to the salary schedule, the parties shall first equate all economic changes in terms of an across-the-board percentage increase. Economic changes would include increases in the salary schedule, longevity, additional insurance benefits, bonuses, tax sheltered annuities, retirement incentives and travel reimbursements, etc. Economic changes shall exclude pre-existing increment schedules and the cost of maintaining existing fringe benefit programs.

Decreases in fringe benefit programs may be treated as an offset against increases in salary or fringe benefit programs. This appendix will terminate August 24, 1998.

Administration will meet with the WEA upon settlement with other units to implement this provision.

APPENDIX #3 MACOMB MATH, SCIENCE, TECHNOLOGY MAGNET PROGRAM

1. For posting and placement purposes, the positions will be considered Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. These positions will not have a Schedule C stipend.
2. For purposes of assignment, transfer and surplus, teachers who are part-time at the Magnet and the remainder of their assignment at another school will be assigned to their home base building and not the building where the Magnet is placed. A part-time teacher assigned to a Magnet may choose to return to his/her home base school for a full time position in a subsequent year if he/she has the seniority for a full time position in the home school. A full time teacher at the Magnet will be assigned to the Magnet Center with the assignment designation of Central Office. A full time teacher at the Magnet who chooses to leave the Magnet or who is surplus from the Magnet will not have a home base school. He/she must be placed subsequently according to the provisions of Article IX of the Master Agreement.
3. Teachers in these positions will be subject to the transfer and lay-off procedures of the Master Agreement.
4. Qualification for positions in the Magnet will be according to Article IX, Section C of the Master Agreement. Any preferred qualification determined by the administration will not be a condition of employment.

APPENDIX #3 MACOMB MATH, SCIENCE, TECHNOLOGY MAGNET PROGRAM (Continued)

5. Teachers attendance at workshops will be required, and they will be paid the Schedule D workshop rate. Attendance at workshops will be a condition of assignment to the position.
6. Teachers in the Magnet program will have three (3) days extended contract preceding the beginning of the contractual school year paid at their contractual Schedule A rates.
7. The class size for any class in this Magnet program will not exceed twenty-four (24).
8. Administration will make every attempt to provide inservice through some release time and/or voluntary workshops during the school year.
9. If the Warren Consolidated Schools enters into a consortium agreement with other districts or a State or Federal grant, the administration will discuss the plans with the Association. The administration agrees that the consortium agreement or grant will not supersede the Master Agreement. Further, any conditions related to the Master Agreement will be bargained with the Association.

APPENDIX #4 TAPP (THEATRE ARTS PERFORMANCE PROJECT)

1. For posting and placement purposes, the positions will be Schedule C positions under the procedures of Article IX, Section E of the Master Agreement. The positions will not have a Schedule C stipend.
2. For purposes of assignment, transfer and surplus, teachers who are part-time at the Magnet and the remainder of their assignment at another school will be assigned to their home base building and not the building where the Magnet is placed. A part-time teacher assigned to a Magnet may choose to return to his/her home base school for a full time position in a subsequent year if he/she has the seniority for a full time position in the home school. A full time teacher at the Magnet will be assigned to the Magnet Center with the assignment designation of Central Office. A full time teacher at the Magnet who chooses to leave the Magnet or who is surplus from the Magnet will not have a home base school. He/she must be placed subsequently according to the provisions of Article IX of the Master Agreement.
3. Teachers in these positions will be subject to the transfer and lay-off procedures of the master agreement.
4. Qualification for positions in the Magnet will be according to Article IX, Section C of the Master Agreement. Any preferred qualification determined by the administration will not be a condition of employment.
5. Teachers attendance at workshops will be required, and they will be paid the Schedule D workshop rate. Attendance at workshops will be a condition of assignment to the position.

APPENDIX #4 TAPP (THEATRE ARTS PERFORMANCE PROJECT) (Continued)

6. Teachers in the Magnet program will have three (3) days extended contract preceding the beginning of the contractual school year paid at their contractual Schedule A rates.
7. The total number of students in this program will not exceed fifty (50) students.
8. Administration will make every attempt to provide inservice through some release time and/or voluntary workshops during the school year.
9. If the Warren Consolidated Schools enters into a consortium agreement with other districts or a State or Federal grant, the administration will discuss the plans with the Association. The administration agrees that the consortium agreement or grant will not supersede the Master Agreement. Further, any conditions related to the Master Agreement will be bargained with the Association.

APPENDIX #5 ELEMENTARY CREATIVE AND TALENTED MAGNET CLASSROOMS

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

APPENDIX #6 CREATIVE AND TALENTED MIDDLE SCHOOL MAGNET

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

APPENDIX #7 TWO WAY INTERACTIVE NETWORK

1. Definitions
 - a. "Telecommunications" or "telecommunications classes" shall be defined as the teaching of students via the Two-Way Interactive System - TWIN.
 - b. "Originating site" shall be defined as the location in which the responsible teacher is located and where the telecommunications class is being taught.
 - c. "Remote site" shall be defined as the location where class instruction is being received via television.
2. Responsibilities
 - a. The originating site teacher will be responsible for the course content, material selection, instruction, testing, evaluation and supervising of students at the originating site and at all remote sites. The originating site teacher will have copy machine access at the remote site(s).

- b. The remote site will be responsible for assisting the teacher at the teacher's request with book distribution/collection at the beginning and end of the course year, monitoring testing situations, distributing materials, discipline and supervision of students at the remote site. When a bargaining unit member is assigned to the above remote site responsibilities, he/she will be reimbursed at his/her contractual hourly rate.

3. Working Conditions

- a. Class size for two remote sites

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

- b. Class size for one remote site

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

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

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

- c. Preparation time

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

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

- d. Equipment

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

- e. Training

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

3. Working Conditions (continued)

f. Teacher evaluation

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

4. Job Security

- a. It is not the intent and purpose of the District to reduce the total number of bargaining unit members employed or hours worked as a result of implementation of the TWIN project.
- b. Only WEA bargaining unit members will teach TWIN courses and remote site students will not be taught via TWIN by non-bargaining unit members.
- c. The remote site(s) will only receive the course via TWIN if the remote site(s) does not have twenty-two (22) students enrolled to offer the course at that site in a regular scheduled class.

5. Rebroadcast of Videotape

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

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

Videotape of a telecommunications class may be used for other purposes by mutual agreement between the Association and the Board.
- b. Videotapes of a telecommunications class may be used for make-up work for all students currently enrolled in the telecommunications class.

APPENDIX #8

The Warren Consolidated Board of Education will reimburse all bargaining unit members who were pay docked for the absence of March 4, 1993 payable within two (2) months after the ratification of the Agreement.

APPENDIX #9

The Warren Consolidated Board of Education will remove all letters of reprimand in bargaining unit members' personnel files regarding failure to hold Halloween parties during the Fall of 1992.

APPENDIX #10

During the term of this Agreement (1992-98), the School District agrees that it does not intend to establish or operate a public school academy or charter school as defined in the Michigan Statute. (Senate Bill No. 896)

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

APPENDIX #11

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

APPENDIX #12

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

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