

WARREN WOODS PUBLIC SCHOOLS

AGREEMENT

Between

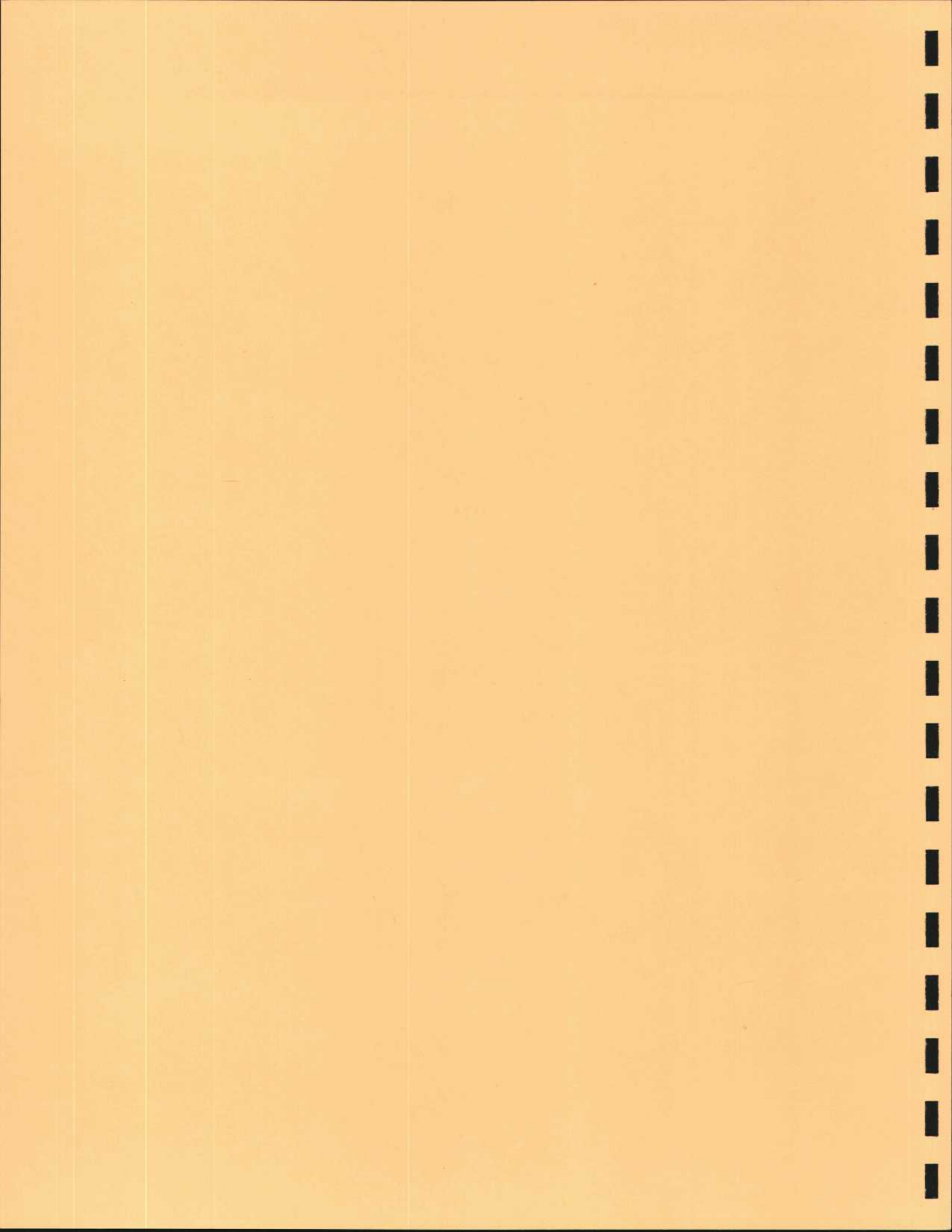
WARREN WOODS
BOARD OF EDUCATION

and

MEA-NEA, LOCAL 1

1997-2000

Warren Woods Public Schools



MASTER AGREEMENT

BETWEEN

WARREN WOODS BOARD OF EDUCATION

AND

MEA/NEA LOCAL 1

Effective

August 25, 1997 to August 31, 2000

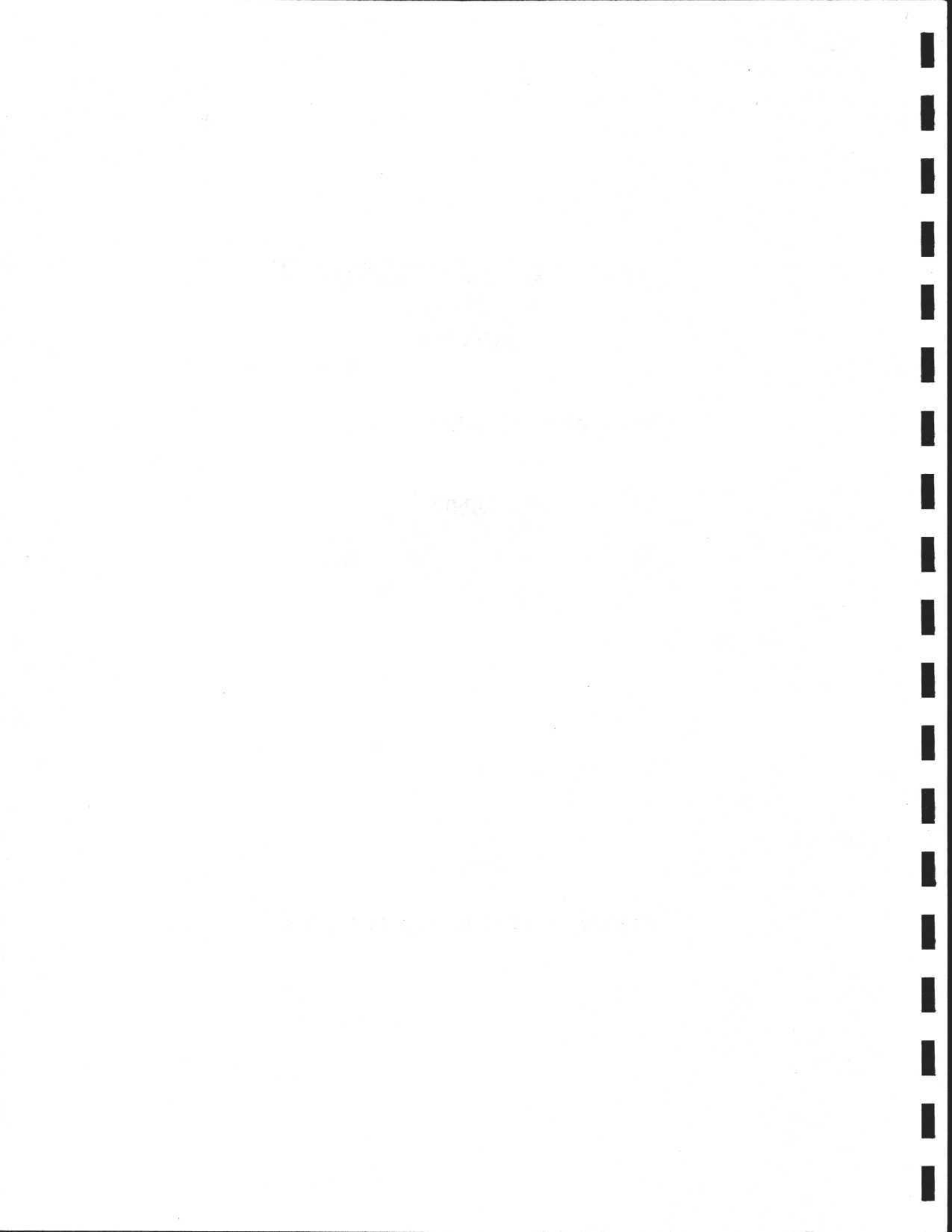


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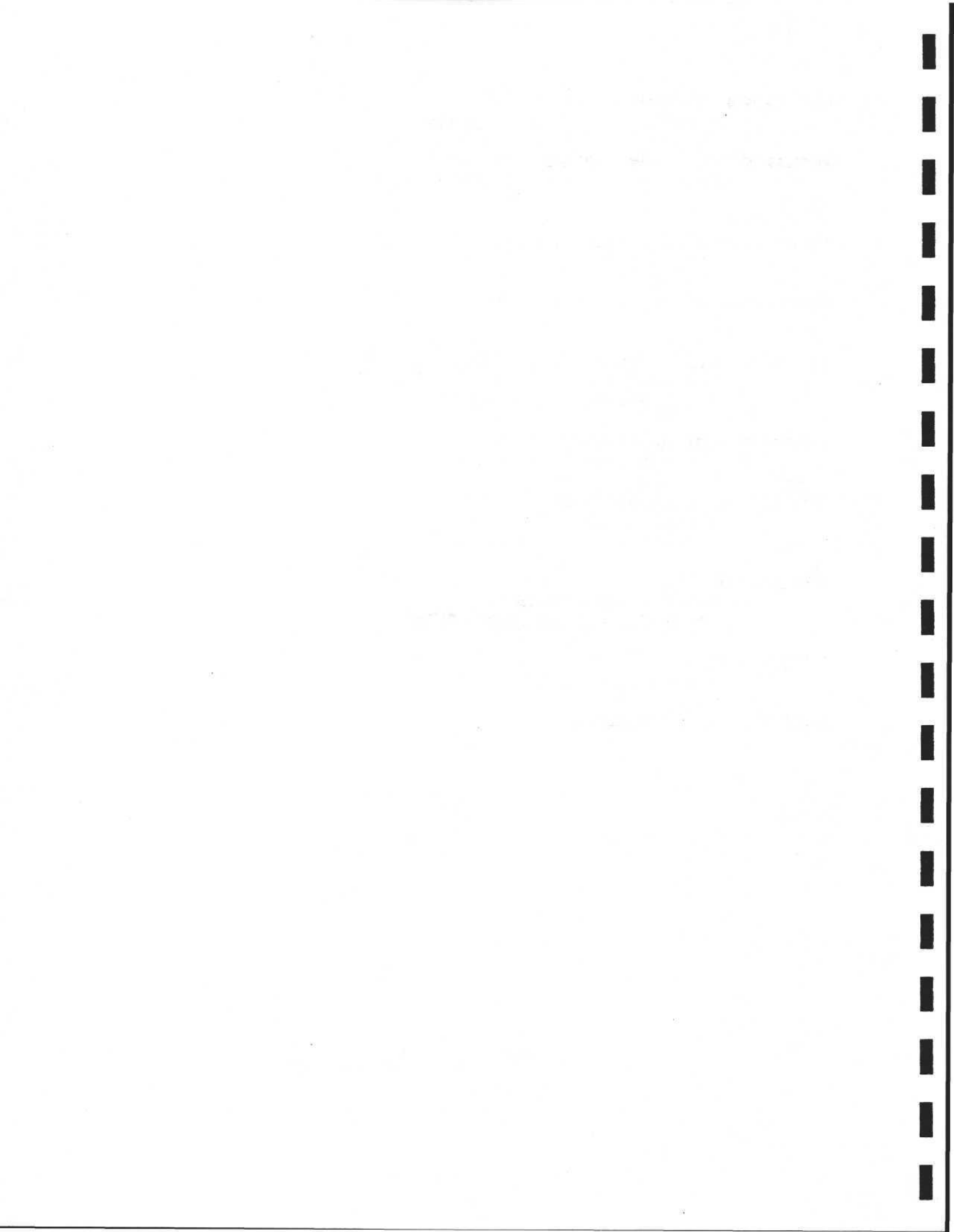
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3.1 Master Agreement Basis

3.1.1 Preface

This Agreement entered into this 1st day of September, 1997, by and between the Board of Education, Warren Woods Public Schools, hereinafter called the "BOARD" and the MEA/NEA Local 1, hereinafter called the "ASSOCIATION".

W I T N E S S E T H

WHEREAS, the BOARD has statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, (hereinafter referred to as the PERA), to bargain with the ASSOCIATION as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

3.1.2 Recognition

The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative for all certified professional personnel whose position with the district requires a valid certificate, including psychologists, social workers, and therapists employed or to be employed by the BOARD or on leave; and those non-certified personnel hired under state statute Public Act No. 25 of 1990, but excluding aides, administrative coordinators, supervisors, adult education director and instructors, assistant principals, assistant superintendent, business manager, director of special and director of vocational education, principals, student teachers, substitutes, superintendent, and vocational teachers as defined in the 1974-75 Special Needs Program. Bargaining unit work shall not be performed by non-bargaining unit members unless the position is temporary or certified personnel are not available.

3.1.3 Terms Defined

The terms teacher and/or persons employed when used hereinafter in this Agreement shall refer to all employees represented by the ASSOCIATION in the bargaining or negotiating unit as above defined.

3.1.4 Exclusive Rights

The BOARD agrees not to negotiate with any teachers' organization other than the ASSOCIATION for the duration of this Agreement.

3.1.5 Individual Contracts

Any individual contract between the BOARD and an individual teacher, heretofore executed, shall be expressly subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

3.1.6 Agreement Supersedes

This Agreement shall supersede any rules, regulations, or practices of the BOARD which shall be contrary to or inconsistent with its terms.

3.1.7 Contract Printing

Copies of this Agreement shall be printed at the expense of the BOARD within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed, by the BOARD. Further, that the BOARD shall furnish fifty (50) copies of this Agreement to the ASSOCIATION for its use. BOARD policies relating to teachers, other than this Agreement, shall be made a part of the teacher handbooks. Any changes in BOARD policies relating to teachers shall be given to the ASSOCIATION.

3.1.8 Official Copies

There shall be four (4) signed copies of the final Agreement for the purposes of record. One shall be retained by the BOARD, two by the ASSOCIATION, and one by the superintendent.

3.1.9 Master Agreement Total Commitment

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement, but all other provisions or applications shall continue in full force and effect.

3.1.10 Savings Clause

If any provisions of this Agreement or any application of the Agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law.

3.1.11 Board Rights

Section 1.

The BOARD on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and subject to the provisions of law and this Agreement to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the BOARD;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, reasonable rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

3.2 Association and Teacher Rights

3.2.1 Use of Facility

Upon written request to the Superintendent's Office, using the district building use application forms, the ASSOCIATION and its representatives shall have the right to use rooms in public schools of the district for official business meetings of the ASSOCIATION during the regular school year, provided such use shall not conflict with activities previously recorded as scheduled for the same specific area and further provided that when the expense of special custodian or technical service is required the BOARD may make the appropriate charge therefor.

The BOARD shall have the right to reassign school building facilities reserved by the ASSOCIATION for official business meetings if such ASSOCIATION reservation conflicts with an instructional program, official district business, or a public election requiring the reserved space, provided however, in each such instance or reassignment the BOARD shall be obligated to give the ASSOCIATION two weeks advance notice of the reassignment. The ASSOCIATION shall have the right to use rooms in public schools of the district for other ASSOCIATION meetings, by applying for such space in the same fashion as other users and shall be considered under the same policy provisions as all other applicants for its use.

3.2.2 Meetings in Buildings

Duly authorized representatives of the ASSOCIATION and their respective affiliates shall be permitted to transact official ASSOCIATION business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations, and further provided that this provision shall not be interpreted to include the provision by the BOARD for space as an office.

3.2.3 Use of Equipment

The ASSOCIATION shall have the right to use school building duplicating equipment when not in use and other school equipment including audiovisual equipment at other than school hours when such equipment is not otherwise in use. The ASSOCIATION shall pay to the BOARD on or before January 1, \$50.00 for depreciation occasioned by its use of the described equipment and shall pay for the

3.2.3 Use of Equipment (cont'd)

reasonable cost of all materials and supplies incident to such use. The ASSOCIATION shall be liable for any damage or breakage to said equipment caused by the negligence of its representatives.

3.2.4 Bulletin Boards and Mail Service

The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on teacher bulletin boards, at least one of which shall be provided in each school building. The ASSOCIATION may use the teacher mail boxes for communications to teachers and shall be allowed the reasonable use of the district internal mail service. However, the BOARD shall not be held responsible or accountable for any items placed for delivery through the district internal mail services.

3.2.5 Agency Shop

All teachers as a condition of continued employment shall either join the ASSOCIATION (including the National and Michigan Education Association) and pay their dues or execute an Assignment of Wages Form in accordance with Section 3.2.6 of this Agreement, or cause to be paid to the ASSOCIATION a representation fee equivalent to the dues and assessments levied by the said ASSOCIATION on their membership.

In the event that a teacher's dues or representation fee shall remain unpaid for a period of thirty (30) days following commencement of employment of the teacher, the BOARD agrees that in order to effectuate the purpose of this Agreement, the services of such teacher shall be terminated within the next thirty (30) days. The refusal of the teacher to contribute such dues or fees is recognized by the parties as reasonable and just cause for termination of employment. Teachers while on leave other than sabbatical leave, or on layoff, shall not be subject to the terms of this paragraph.

For the proper administration of the provisions of this Article, the ASSOCIATION shall provide the BOARD monthly with the names of those teachers who have joined or contributed a representation fee by means of other than through a payroll deduction plan. The BOARD may withhold its monthly remittance of deducted dues and assessments until it receives the names of such teachers.

3.2.5 Agency Shop (cont'd)

Pursuant to *Abood v Detroit Federation of Teachers*, 431 US 209.240 (1977), the ASSOCIATION established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the ASSOCIATION (including MEA or NEA) of any funds collected from him/her pursuant to this article, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

The MEA/NEA will defend any action or complaint brought against the BOARD and/or the Warren Woods School District under state or federal law as a result of the implementation of the above paragraph, and the MEA/NEA will further indemnify the BOARD and/or the Warren Woods School District in the event an adverse judgment is entered against the BOARD and/or Warren Woods School District under state or federal law as a result of the implementation of the above paragraph.

3.2.6 Payroll Deduction for Dues

Teachers may within fourteen (14) days of their commencement of employment sign and deliver to the BOARD an Assignment of Wages Form, which is attached hereto and incorporated in the Agreement, which form authorizes the deduction of membership dues and assessments of the ASSOCIATION (including the National Education Association and the Michigan Education Association) (see 3.15). The ASSOCIATION treasurer shall, in writing, annually notify the BOARD of the amount of dues for the year; such dues to be deducted equally over eighteen (18) pays commencing with the second pay. Such authorization shall continue in effect unless subsequent to June 15, or prior to September 1, of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the ASSOCIATION and the BOARD. The ASSOCIATION agrees to reimburse any teacher from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the ASSOCIATION at that time, provided the ASSOCIATION or its affiliate actually received the excessive amount.

3.2.7 Remittance of Dues

The deductions authorized above shall be made in equal amounts from each pay check commencing with the second pay in September and concluding with the nineteenth (19th) pay. The BOARD shall remit promptly to the ASSOCIATION all monies so deducted with a list of teachers from whom the deductions have been made. The BOARD shall notify the ASSOCIATION of any changes in said list due to teachers entering or leaving the system.

3.2.8 Other Deductions Allowed

The BOARD shall also make payroll deduction upon written authorization from teachers for annuities, credit union, United Foundation, voluntary political action contributions, or any other plan or programs jointly approved by the ASSOCIATION and the BOARD.

3.2.9 Association Business Days

The ASSOCIATION may authorize the use of ASSOCIATION business days by its membership by submitting a written notice of such leave to the Personnel Office at least by 1:30 p.m. prior to the day of absence and by reimbursing monthly to the BOARD the daily substitute rate for each substitute teacher assigned.

The ASSOCIATION president shall approve the use of each ASSOCIATION business day and so indicate with his/her signature. There will not be more than ten (10) days absence for any one teacher annually and there will not be more than eight (8) teachers absent on ASSOCIATION business on any one day. The use of ASSOCIATION business days shall be directly related to the business of the WWEA/Local 1. The ASSOCIATION president may authorize more than ten (10) days absence for officers, negotiators, and the grievance chairperson as needed for Warren Woods arbitration, fact finding, or unfair labor practice hearings. The ASSOCIATION president shall not utilize more than thirty (30) days for ASSOCIATION business days annually.

The BOARD shall provide the Association President released time with pay and full benefits. If the Association President is a secondary teacher, the released time shall be one teaching period per day. If the Association President is an elementary teacher, the weekly released time shall be the equivalent of one day per week.

3.2.10 Contract Administration

Periodically throughout the school year, time shall be set aside for meetings of representatives of the BOARD and the ASSOCIATION to discuss matters of mutual concern, including administration of the contract. These meetings will be held at mutually satisfactory times when the teachers involved are free from assigned instructional responsibilities. These meetings are not intended to bypass the grievance procedure.

The administration shall keep the ASSOCIATION informed of anticipated changes, in areas of educational programs, construction or fiscal affairs.

3.2.11 Negotiation Procedures

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3.2.12 Personal Freedoms

The personal life of any teacher is not within the appropriate concern of the BOARD, except if it is detrimental to the school program. Any BOARD or administration initiated action in this regard shall be brought first to the attention of the ASSOCIATION, except in instances where the nature of the offense requires an immediate response. Teachers shall take adequate precautions to distinguish between their personal, political views and those of the district and shall not use instructional privileges for private gain or to promote personal, political or religious activities.

3.2.13 Non-Discrimination

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

The BOARD also agrees not discriminate against any teacher because of the institution of any grievance or complaint under this Agreement.

3.2.14 District Information

The BOARD agrees to make available to the ASSOCIATION in response to its reasonable request, information concerning financial resources of the district including but not limited to annual financial reports and audits, register of certificated personnel, county allocation board budgets, agendas and minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and other such information necessary to develop legitimate negotiation proposals or necessary for the ASSOCIATION to process a grievance.

3.2.15 Curriculum and Instructional Materials

The Board shall continue its efforts to obtain updated textbooks and other teaching materials for classroom instructional use. The administration shall continue to involve teachers in the development of educational programs and in the selection of educational materials through the Curriculum Coordinating Committee and its sub-committees.

The Curriculum Coordinating Committee and sub-committee members shall be mutually selected by the Administration and ASSOCIATION. All curriculum recommendations of the committee will be submitted to the Superintendent.

The Board agrees to advise and consult with the Association about significant revisions of the educational structure which are proposed by the state or under serious consideration by the Warren Woods Board of Education.

Both parties agree that the intent of the Curriculum Coordinating Committee or any sub-committees, dealing with the curriculum, shall not be to circumvent the Master Agreement.

3.2.16 Professional Library

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. The BOARD shall provide a professional reference library in the Educational Media Laboratory and include therein all reference books and texts which are requested by the teachers of the district and approved by a three (3) member committee elected annually by the ASSOCIATION. Request for expending these funds must be received by the BOARD by the end of the first semester. Complete information specifying

3.2.16 Professional Library (cont'd)

title, company, address and cost should accompany the request. Purchases for this reference library shall not exceed five hundred dollars (\$500) per year. Any teacher in the district may sign out materials from the described reference library for a period not to exceed the end of the school year.

3.2.17 Communicable Diseases Policy

In the event the BOARD authorized the development or subsequent revision of BOARD communicable disease policies which affect bargaining unit members, the BOARD will provide the ASSOCIATION, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the terms and conditions of employment of bargaining unit members.

3.2.18 Site Based Decision Making/School Improvement

The BOARD and the ASSOCIATION recognize the importance of site based decision making/school improvement. The parties agree that either or both processes shall contain adequate teacher representation. Both processes shall be voluntary and there shall be no discipline or adverse evaluation for non-participation in the decision making process.

Both parties agree that the intent of site based decision making/school improvement is to improve the delivery of quality education through joint planning and problem solving. However, both parties also agree that the intent of site based decision making/school improvement is not to circumvent the terms and provision of the Master Agreement.

After implementation of Site Based Decision Making/School Improvement programs, the BOARD agrees to provide information to the ASSOCIATION concerning said programs, and to meet periodically to discuss such.

3.2.19 Consortiums

The Board shall provide the Association with directories of the governing bodies of all consortiums to which it belongs. The Board shall notify the Association of all consortia governance body meetings. The Association shall be provided with agendas and minutes of all consortia governance body meetings.

3.2.20 Public School Academies and Charter Schools

In the event that the law permits school districts to participate in programs resulting in public school academies and/or charter schools; then the BOARD shall provide notice to the ASSOCIATION within two (2) days of any contact, correspondence, inquiry or interest regarding a public school academy and/or charter school application made to the District or by the District.

If a public school academy or charter school is authorized by the BOARD pursuant to MCLA 380.503 (4), then the BOARD shall provide the ASSOCIATION notice and opportunity to negotiate its impact on the bargaining unit prior to implementation or adoption.

A public school academy or charter school shall not be used to diminish the size of the bargaining unit; further, if the Master Agreement is to apply to the academy/charter school pursuant to MCLA 380.503 (4), then all academy teachers shall be bargaining unit members.

3.3 Salary Provisions

3.3.1 Base Salary Defined

The basic salary schedules for teachers covered by this Agreement are set forth in 3.16. Such salary schedules shall remain in effect during the period of this Agreement.

3.3.2 Daily Salary Defined

Teachers who are employed for other than a full contract year as defined in paragraph 3.4, shall receive 1/185 in 1997-1998, 1/186 in 1998-1999 and 1/187 in 1999-2000 of their current annual salary on the salary schedule for each employment day as defined in paragraph 3.4. For the purpose of computing compensation, base salary is defined as the salary the teacher would receive according to the proper position on the salary schedule as set forth in 3.16. Salary schedules will be retroactive to the beginning of employment in the school year.

3.3.3 Employment Days Defined

Regular teacher employment days shall include all working days between August 25, 1997 through June 15, 1998, and August 25, 1998 through June 17, 1999, and August 24, 1999 through June 15, 2000 as more specifically set forth on the attached school calendar. Regular employment days total 185 for 1997-1998, 186 for 1998-1999, and 187 for 1999-2000. For the purpose of

3.3.3 Employment Days Defined (cont'd)

this Agreement, a teacher's hourly rate shall be defined as the annual base salary divided by 925 in 1997-1998, 930 in 1998-1999, and 935 in 1999-2000.

3.3.4 Pay Option

Teachers shall, within fourteen (14) days after the beginning of the school year, exercise the option of receiving twenty-six (26) equal pays instead of twenty-one (21) pays. Once this option is exercised, it shall be final, except that the teacher who has selected the twenty-six (26) pay option may, by notifying the pay clerk in writing within one (1) week after the nineteenth (19th) pay, receive the total remaining pay at the twenty-first (21st) pay period.

3.3.5 Department Head Pre-Requisite

Department heads, and building area chairpersons, shall carry a pre-requisite for assignment of a Master's degree. Temporary assignment of a person without a Master's Degree shall be made for no more than three (3) years for any teacher, at one-half (1/2) the additional remuneration for such position.

3.3.6 Additional Remuneration of Extra-Duty Assignments

Teachers involved in the extra-duty assignments set forth in Schedule 3.17.1a, 3.17.1b, 3.17.2, and 3.17.3 which are attached to and incorporated in this Agreement, are required to expend additional time beyond the normal teacher load and, therefore, the BOARD shall pay each such teacher as follows:

1. For Schedule 3.17.1a, the appropriate percentage of the 1996-1997 Bachelor base salary corresponding to the number of years experience in extra-duty assignment, which percentage appears in the column next to the respective extra-duty assignment.
2. For Schedule 3.17.1b, the appropriate percentage of the Bachelor base salary corresponding to the number of years of experience in extra-duty assignment, which percentage appears in the column next to the respective extra-duty assignment.
3. For schedule 3.17.2, see the schedule for the appropriate scale.

3.3.6 Additional Renumeration of Extra-Duty Assignments (cont'd)

4. For Schedule 3.17.3, see the schedule for the appropriate scale.

Up to six(6) years outside experience may be so recongnized at the discretion of the Superintendent.

The BOARD shall keep accurate and up-to-date written job descriptions of all extra-duty assignments set forth in Schedule 3.17. Such job descriptions shall include all of the minimum requirements necessary to be eligible for each assignment. The job assignments description will be available in each administrator's office.

3.3.7 Educational Pre-Requisites

Vocational teacher/coordinators will carry the pre-requisite as per the Michigan State Plan for Vocational Education. Reading consultants and remedial reading teachers will carry the pre-requisite as per the Michigan Plan for Remedial Reading.

The BOARD shall provide current copies of the Michigan State Plan for Vocational Education, the Michigan Special Education Code, and the Michigan Plan for Remedial Reading to the ASSOCIATION.

3.3.8 Outside Experience

The BOARD recognizes the advantage of having experienced teachers fill teaching vacancies that occur in the district. To that end, the BOARD agrees to post all vacancies with the MEA/NEA Local 1 office for a period of no less than five (5) calendar days prior to any other posting outside the district. The BOARD further agrees to give careful consideration to the applicants from MEA/NEA Local 1. A teacher who is hired with prior experience will be placed on a recognized step of the teachers' salary schedule at the discretion of the Superintendent.

3.3.9 Movement on Scale

Teachers who earn additional credits entitling them to advancement above the BA salary schedule and present evidence thereof to the Director of Personnel prior to October 15 of any school year, shall receive the benefit of such additional credit retroactively to the first of the contract year. Teachers who have earned such credit and who present evidence thereof after October 15, but

3.3.9 Movement on Scale (cont'd)

prior to April 10 of any year, shall receive the appropriate pro-ration of such additional credit retroactively to the first day of the second semester of the school year.

Evidence of additional credits shall include either a transcript with the embossed official seal from the university or institution granting the credit, OR a letter with the embossed official seal from the university or institution granting the credit.

All credits so recognized must have been earned subsequent to the issue date of the Michigan Provisional Certificate. Credits so recognized must be graduate credits. The credits earned must be related to the teacher's current or potential assignment in the field of education, therefore, said credits would be from graduate education classes, from an approved graduate program in a particular discipline, or from an approved graduate program which reflects training for a specialty in education, i.e. counseling, reading, elementary administration, etc.

3.3.10 Longevity

A teacher who has served in the district for twenty (20) years shall receive an addition of \$1,000 to his/her base salary, said amount to be non-cumulative.

Any leave of absence during which seniority is accumulated will not be counted toward longevity service credit.

3.3.11 Regular Additional Assignment

If a secondary teacher shall accept assignment of a regularly scheduled class period in excess of the normal teaching load as set forth in paragraph 3.4.3 s/he shall receive additional remuneration at the rate of 1/5 (20%) of the annual base salary if teaching at the high school or 1/6 (16-2/3%) of the annual base salary if teaching at the middle school. For purposes of this paragraph, a teacher's annual base salary shall be the appropriate salary on the salary schedule exclusive of remuneration for extra-duty assignments.

3.3.12 Hourly Rate - Subbing

For purposes of this Agreement, teachers' hourly rate shall be defined as the base salary divided by the number of teacher work hours per employment year. If a teacher fills in on a substitute basis for more than the

3.3.12 Hourly Rate - Subbing (cont'd)

normal teaching load, as set forth in this Agreement, then additional compensation shall be at the rate of twenty-two dollars and fifty cents (\$22.50) per hour for 1997-1998; twenty-three (\$23.00) per hour for 1998-1999; and twenty-three dollars and fifty cents (\$23.50) per hour for 1999-2000.

Elementary teachers required to perform substitute functions shall be compensated at their hourly rate, or they shall be given compensatory time within the next week. If subbing for over one-half (1/2) hour, the teacher will be compensated for an hour.

In emergency situations, bargaining unit members who are not assigned to regular teacher duties (i.e., librarians, counselors, etc.) and who are required to perform substitute functions shall be given compensatory time, to be taken in blocks of whole or half days. If, at the end of the school year, such a teacher has less than one-half (1/2) day of compensatory time accumulated, s/he shall be compensated at the hourly rate.

3.3.13 Personal Cars

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the IRS rate as of July 1st. The same allowance shall be given for approved use of personal cars for other business in the district.

3.4 Calendar and Schedule

3.4.1 Calendar Days

For the term of this Agreement, the School Calendar shall be set forth in Section 3.18, which is attached hereto and incorporated in this Agreement. There shall be no deviation from or change in the School Calendar or hours of instruction except by mutual agreement of the BOARD and the ASSOCIATION. For the term of the Agreement there shall be 185 teacher days in 1997-1998, 186 days in 1998-1999, and 187 days in 1999-2000. Three of the teacher days shall be for records and organization and students will not be in attendance. One of the teacher days shall be set aside for professional development, school improvement, and/or in-service. This day may vary from building to building or from level to level, but must be set by mutual agreement of the Board and the Association.

3.4.1. Calendar Days (cont'd)

This day shall be a part of the published calendar, but this day may be changed by mutual agreement.

The Board will publish a master calendar for the district by October 15 of each year. The Board will endeavor to insure that elementary work time over the required 1047 hours in 1997-1998, 1053 hours in 1998-1999 and 1100 hours in 1999-2000 of pupil instruction will be devoted to in-service and/or professional development.

In the event school is closed for students due to inclement weather or other emergency causes, teachers shall not be required to report for duty, and the day of instruction shall be rescheduled in accordance with this provision, except as otherwise provided herein. Teachers shall not receive additional compensation for the rescheduled days of instruction.

Any days that schools are closed for students due to inclement weather or other emergency causes, which are not required to be rescheduled by statute or appropriate governmental agency, and which do not result in a loss of state aid funding to the school district shall not be made up or rescheduled. Should an instructional day be rescheduled and insufficient number of students attend to count it as a day of instruction, teachers will be compensated at their daily rate to attend a subsequent rescheduling of the instructional day.

In the event that calendar rescheduling is caused by an emergency situation, the teachers will continue to receive their normal salary during that disruption.

Makeup days will be scheduled at the end of the school year. Such days shall start with the June Records Day and continue into the following week. The purpose of this language is not to delete the June Records Day.

3.4.2 Length of Teacher Day

In 1997-2000 all elementary teachers shall assume their professional responsibilities in their assigned building at least ten (10) minutes before the opening of the pupils' regular school day. In 1997-1998 and 1998-1999 middle school teachers shall assume their professional responsibilities ten (10) minutes before the opening of the pupils' school day. In 1999-2000 on days in which there is no team planning, middle school teachers shall assume their professional responsibilities fifteen (15) minutes before the opening of the pupils' regular day. For 1997-2000 high school teachers shall assume their professional responsibilities in their

3.4.2 Length of Teacher Day (cont'd)

assigned building at least fifteen (15) minutes before the opening of the pupils's regular school day.

In 1997-1998 and 1998-1999 all high school teachers shall remain at least fifteen (15) minutes after the close of the pupils' regular school day. In 1999-2000 high school teachers shall remain at least ten (10) minutes after the close of the pupils' regular school day. For 1997-2000 middle school teachers shall remain at least five (5) minutes after the close of the pupils' regular school day. For 1997-2000 all elementary teachers shall remain at least ten (10) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time, except on days preceding holidays or recesses, the teacher's day shall end after the pupils clear the area of the teacher's responsibility.

3.4.3 Professional Responsibilities

During the 1997-1998 and 1998-1999 school years, the normal daily teaching load in the senior high school shall be three (3) sixty-minute teacher periods, one (1) sixty-five minute teacher period, one (1) seventy-minute teacher period, and one (1) of these periods shall be an unassigned preparation period which in no case shall be less that fifty-five minutes. During the 1999-2000 school year, the normal daily teaching load in the senior high school shall be three (3) sixty-minute teacher periods, two (2) sixty-five minute teacher periods, and one (1) seventy-minute teacher period, and one (1) of these periods shall be an unassigned preparation period which in no case shall be less that fifty-five minutes. The Administration reserves the right to call homeroom at any time and to change the class hours without, however, lengthening the teacher work day. The BOARD will comply with North Central and/or the University of Michigan guidelines regarding total teacher preparations for the duration of this Agreement.

During the 1997-1998 and 1998-1999 school years, the normal daily teaching load in the middle school shall be one (1) fifty-four minute teacher period, six (6) fifty-one minute teacher periods, and one (1) of these periods shall be an unassigned preparation period which in no case shall be less that forty-six minutes. During the 1997-1999 school years there shall be one (1) team planning period of thirty-five minutes.

3.4.3

Professional Responsibilities (cont'd)

During the 1999-2000 school year, the normal daily teaching load at the middle school shall be one (1) fifty-seven minute teacher period, six (6) fifty-three minute teacher periods, and one of these periods shall be an unassigned preparation period of which in no case shall be less than forty-eight minutes. Further during the 1999-2000 school years middle school teachers shall be given team planning time which shall be no less than one hundred minutes per week.

During the 1997-1998 and 1998-1999 school years, the normal daily teaching load in the elementary school shall be six hours; less in the course of each week, one hundred eighty (180) minutes of unassigned preparation time for each teacher in grades K through five which may be provided during the period their classes are receiving instruction from special area teachers. During the 1999-2000 school year, the normal daily teaching load in the elementary shall be six hours and fourteen minutes, less in the course of each week, two hundred minutes of unassigned preparation time for each teacher in grades K through five. Half time teachers will receive half of the allotted unassigned preparation time.

During the 1997-1998 school year the Board will endeavor to provide elementary teachers with four preparation periods on four differing days. During the 1998-2000 school years, the Board will provide elementary teachers with four preparation periods of four differing days. During the third year of this agreement, the Board will endeavor to provide a preparation period every day. On days when the teacher has no relief from teaching, s/he may take a break of not more than fifteen (15) minutes by making sure that the class is engaged in productive activity and that a teacher nearby has responsibility for supervision.

Appendix II, which is attached to this agreement provides a sample day for high school, middle school, and elementary teachers.

The unassigned preparation period is a part of the regular in-school teaching load and shall be utilized in lesson preparation, counseling students, correcting papers and other professional responsibilities.

Elementary teachers shall be required to participate in an annual curriculum night and are encouraged to participate in their building PTC activities. Secondary school teachers shall attend the annual fall open house and are encouraged to participate in supervising and chaperoning student events.

3.4.3 Professional Responsibilities (cont'd)

Upon the request of a parent, a teacher shall arrange an appointment and be available for a conference for up to fifteen (15) minutes following the teacher's normal day.

The BOARD reserves the right to schedule in-service programs during the school year without, however, adding to the teacher day or the school year. The administration will involve teachers in the development of in-service programs, but the final responsibility rests with administration.

3.4.4 Lunch Hours

For 1997-1998 and 1998-1999 all elementary teachers shall be entitled to a duty-free uninterrupted lunch period of not less than fifty (50) minutes. For 1999-2000 all elementary teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-six (36) minutes. All senior high school teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes. All middle school teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than twenty-five (25) minutes.

3.4.5 Staff Meetings

Each building may utilize up to two hundred and forty (240) minutes each month for staff meetings or inservice training.

For meetings of up to sixty (60) minutes in duration, a time shall be mutually established as to the date and whether the meeting shall be before or after the school day. Notification to employees shall be no later than the day before the meeting.

For meetings sixty-one (61) through one hundred twenty (120) minutes in duration, the day of the meeting shall be mutually established between the parties. Said meetings shall be held immediately after the end of the school day. Notification to employees shall be no later than thirty (30) calendar days prior to such a meeting. If the building schedules a meeting that is longer in duration than sixty (60) minutes, there shall be no other meetings held during that month.

3.4.6

Compensatory Time

All teachers shall be given equal time off from school for parent-teacher conferences that are scheduled after regular school hours. Teachers who job share shall be governed by the provisions of the job sharing agreement. All teachers will take the afternoon compensatory time the day before Thanksgiving recess in the fall and the day before spring recess. Parent-teacher conferences will not occur more than two (2) evenings in any one week. In addition, kindergarten teacher schedules will be arranged so that they will be given one (1) free conference period for each eight (8) conferences scheduled. (See 3.20 Compensatory Time Record.)

During the normal work year for bargaining unit employees, special circumstances arise from time to time when it appears that the best interest of the school district may require a member to work beyond normal contract requirements. With prior administrative approval, a bargaining unit member may work beyond normal contractual requirements and accumulate compensatory time to be used at a future date. Compensatory time will be governed by the following guidelines:

1. Prior administrative approval is required before compensatory time can be accumulated.
2. Any compensatory time accumulated will be used within a period of twenty (20) work days from the time the compensatory time was earned.
3. Accumulated compensatory time may be used at a time that will be mutually agreed by the appropriate administrator and bargaining unit member. Should the two parties be unable to mutually agree on the dates to use compensatory time, the matter will be referred to the superintendent for resolution.
4. A form will be used to maintain an accurate record of compensatory time earned. This compensatory record form will be signed by the appropriate supervisor and bargaining unit member within five work days of the date the compensatory qualifying work is completed, with a copy forwarded to the personnel office.

3.4.7 Work Year Extension

The work year for secondary school counselors shall be extended to one week before and one week after the regular school year, and for two additional days during the year. All teachers employed in these positions shall receive additional compensation at their daily rate.

School psychologists, reading resource teachers, social workers, and teacher consultants will be expected to work up to the equivalent of twelve (12) additional work days. All teachers employed in these positions shall receive additional compensation at their daily rate.

The work year of vocational teacher/coordinators of Distributive Education, Office and Trades and Industrial shall be extended before and after the regular school year by one (1) day for every two (2) bonafide cooperative students enrolled. Work experience students will not be counted. The work year of vocational teacher/coordinators of Health Service shall be extended before and after the regular school year by one (1) day for every five (5) bonafide cooperative students when employed in one (1) institution; or one (1) day for every four (4) bonafide cooperative students when employed in more than one (1) institution. The above teachers shall be compensated for this time at their daily rate.

3.5 Conditions of Employment

3.5.1 Pupil Teacher Ratio

A teacher's maximum pupil load shall be effective as of the 4th Friday student enrollment and until the last student attendance day of each school year. (At the senior high, the teacher's maximum pupil load for second semester shall be effective on the tenth (10th) school day of that semester.)

The teacher's pupil load per section at the elementary school shall not exceed twenty-seven (27) pupils in the kindergarten through second grade. The teacher's pupil load per section at the elementary school shall not exceed twenty-nine (29) pupils in grades three through five except that a deviation of up to three (3) additional students shall be allowed in grades 3-5 when an elementary school's grade distribution requires the exception. Special Education pupils shall be used to compute the elementary school's grade distribution. The teacher's pupil load in a 2/3 split shall be the same as grades K-2.

3.5.1

Pupil-Teacher Ratio (cont'd)

Excluding the SLI and PPI programs, the Board, to the extent possible, shall equalize the distribution of special education classes among the elementary buildings. To the extent possible, the Board shall equalize the distribution of special education students in any one grade level within a building.

The teacher-pupil load per section in the special education division shall not exceed the limits set by state and federal law.

The receiving general education teacher shall receive a copy of the mainstream information form before a special education student enters the classroom. The special education teacher or consultant shall have a conference with the receiving teacher no later than three (3) weeks after the arrival of the special education student. The conference purpose is to inform and plan with the general education teacher so that the individual education plan can be implemented.

The teacher's pupil load at the secondary level shall not exceed a total of twenty-nine (29) times the number of class assignments held by a teacher, except that a deviation of up to a total of fourteen (14) additional students per day shall be allowed when the class distribution of a building requires the exception, provided that no section shall exceed thirty-five (35) pupils.

The class size of co-taught classes will not exceed the maximum for the regular education class. Co-teaching will require that two certified teachers be present in the same classroom at the same time.

At both levels, traditionally large classes including Physical Education, Band, Chorus, and Drama shall be excepted from the above ratios.

Additional Allowable Deviations:

In general education, an additional deviation to the above pupil-teacher load maximums will be permitted according to the following guidelines:

1. In grades K-2, up to two (2) additional students per class will be permitted. In no instance shall any teacher's total daily maximum pupil load exceed 29.

3.5.1 Pupil-Teacher Ratio (cont'd)

2. In grades 3-5, up to two (2) additional students per class will be permitted. In no instance shall any teacher's total daily maximum pupil load exceed 34.
3. In grades 6-8, up to two (2) additional students per section will be permitted. In no instance shall any teacher's total daily maximum pupil load exceed 188.
4. In grades 9-12, up to two (2) additional students per section will be permitted. In no instance shall any teacher's total daily maximum pupil load exceed 159.

This additional two (2) student deviation is a voluntary adjustment which requires the permission of the classroom teacher. Any teacher who accepts additional students under this deviation shall receive payment for same in a separate, lump sum check at the end of each semester and according to the following formula:

That teacher's daily rate of salary (excluding stipends) x number of days additional student is enrolled in that teacher's class x number of additional students x

1/27	-grades K-2
1/29	-grades 3-5
1/29 x 1/6	-grades 6-8
1/29 x 1/5	-grades 9-12

In the event that an existing class size deviation does not eliminate critical attendance problems related to class size in a given building, then representatives of the ASSOCIATION and the BOARD shall meet and mutually agree to solutions which may permit the addition of extra pupils.

The parties will explore additions to the allowable deviations in Section 3.5.1. The parties will also explore additional methods to accommodate mainstreaming in the elementary.

3.5.2 Available Equipment for Teaching Material

The BOARD agrees to make available in each school typing equipment, duplicating equipment and materials for teachers to use in preparation of instructional materials.

3.5.3 Provision of Facility per Teacher

The BOARD shall provide:

- 1) A separate desk with drawer space for each teacher
- 2) Closet space for each teacher to store coats, overshoes, and personal articles
- 3) Chalkboard space in every classroom
- 4) Copies, exclusively for each teacher's use, of all textbooks used by her/his classes in the courses she/he is to teach
- 5) Sufficient copies of a collegiate dictionary to provide a copy to each teacher upon request for use in her/his classroom
- 6) Space in each classroom for the storage of instructional materials
- 7) Within the budget limitations set by the BOARD, such sufficient class books, paper, pencils, pens, chalk, erasers and such materials necessary in the daily teaching responsibility as reflected by the curriculum and teacher lesson plans

3.5.4 Bus Driving

No teacher shall be required to drive a school bus as part of the regular assignment.

3.5.5 Lunch Rooms, Lavatories, Lounge

The BOARD shall make available lunch room and lavatory facilities in each school exclusively for adult use during the school day, and one room appropriately furnished shall be available for use as a faculty lounge in which smoking shall not be permitted.

3.5.6 Parking

Adequate off-street paved parking facilities shall be provided, identified and properly maintained (including snow and ice removal) for teacher use.

3.5.7 Uniforms

The following garments will be provided for the teachers listed:

gym uniforms for gym teachers
smocks for art and home economics teachers
laboratory coats for secondary laboratory science teachers
shop coats for secondary vocational and industrial education teachers.

3.5.7 Uniforms (cont'd)

The garments must be worn when the appropriate activity is in progress. The above items shall be periodically repaired or replaced as wear warrants.

Proper laundering service for all of said items shall be provided without charge to the teacher.

3.5.8 Emergency Closing

In cases of emergency school closing the BOARD will endeavor to notify radio stations WJR and WXYT not later than one (1) hour prior to the time the first teachers are due to report for work.

3.5.9 Telephone Facility

Upon request, access to a private telephone facility in each school building shall be made available to teachers without charge for school purposes.

3.5.10 Damages - Personal Property

The BOARD shall reimburse any teacher up to one hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of five (\$5.00) dollars or more. Such damage must occur within a school building or be directly related with the execution of the teacher's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the teacher. The BOARD shall not pay for damage or destruction of a teacher's personal property if said property is reimburseable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the teacher's insurance carrier.

A teacher must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. If the damage or destruction occurs after the teacher's normal work day while she/he is working in the assigned stipend position, such reporting will occur at the beginning of the next work day. The written claims will include what was damaged, the amount of damage, how it was damaged, the location of the teacher's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

3.5.11 Call Substitutes

The BOARD shall be responsible for arranging for a substitute teacher when a teacher is absent. Teachers shall be informed of a telephone number they may call up to three-quarters (3/4) hour prior to their reporting time to advise of the unavailability for work. Any teacher calling to advise of her/his unavailability for work within the three-quarters (3/4) hour prior to her/his reporting time, except in case of emergency shall have deducted one day's pay for each such instance. Any teacher who fails to make notification and arrives late shall be deducted one day's pay for each such instance if a substitute teacher has been secured for that day. If the tardiness has been covered by a present staff member for a portion of the day, the teacher shall have deducted that proportion of one day's pay for each such instance.

3.5.12 Supervising Teachers

Teachers assigned to supervise student teachers shall be tenure teachers who voluntarily accept the assignment and they shall be known as "supervising teachers". The parties recognize that "supervising teachers" are not supervisory teachers under the PERA.

3.5.13 Discipline of Teachers

The BOARD may adopt rules and regulations, not in conflict with the terms of this Agreement, governing the discipline of teachers.

No teacher shall be disciplined, warned, reprimanded, or suspended without just cause and any written warning, reprimand, or suspension shall include the reason(s) for the discipline and shall be preceded by a conference with the teacher. The BOARD recognizes the process of progressive discipline for teachers.

A teacher shall at all times be entitled to have representation from the ASSOCIATION in attendance when being warned, reprimanded, suspended, or disciplined in writing for any infraction of rules.

3.5.14 Safety

The BOARD recognizes the importance of safe working conditions. To that end the BOARD agrees to establish a district-wide Safety Committee. Bargaining unit members shall be offered representation on the committee in proportion to their percentage of the total number of district employees.

The committee shall make recommendations to the Director of Maintenance and Operations.

3.6 Assignment and Transfer

3.6.1 Certification Required

All teachers employed by the Board of Education for regular teacher assignments shall have a valid Michigan Provisional Certificate or Michigan Permanent Certificate or Michigan Certificate to teach vocational education, or Michigan Life Certificate with Bachelor's degree except as provided in section 3.6.2.

For the purpose of placement in the annual slotting, any additional endorsements to a teaching certificate must be received by the Personnel Director's office no later than April 1. Evidence of additional endorsements or credits shall include either the Michigan Certificate or a transcript with the embossed official seal from the university or institution granting the credit, or an official letter from the university or institution granting the credit, to be followed by an official transcript.

3.6.2 Special Permits

The employment of teachers under special permits, such as temporary special education endorsement or vocational education annual authorization, will be permitted only in cases of absolute necessity or where a teacher has outstanding credentials and the ASSOCIATION shall be so notified in each instance.

3.6.3 Assignment Qualification

A. Regular Assignment

Teachers shall not be assigned outside their scope of certification. Special area teachers at the elementary level shall not be assigned outside of their certified major and/or minor field of study.

Middle school teachers shall not be assigned outside of their certificated major and/or minor field of study, except that a teacher teaching in two (2) academic areas needs at least a minor in one area and at least twelve (12) semester hours in the other area. Teachers teaching in 3 or more academic areas shall have twenty-four (24) hours appropriately distributed on the included subject fields.

Senior high teachers shall not be assigned outside of their certificated major and/or minor field of study and shall possess the course background as set forth in the North Central Association booklet "Policies and Standards for the Accreditation of Secondary Schools - 1996-97 booklet for 1997-98, 1997-98 booklet for 1998-99

3.6.3 Assignment Qualifications (cont'd)

and 1998-99 booklet for 1999-2000

It is understood that for purposes of slotting, that to slot into vocal music the teacher must have "JX" endorsement and at least twenty (20) semester hours of vocal music or that to slot into instrumental music, the teacher must have "JX" endorsement and at least twenty (20) semester hours of instrumental music.

Teachers whose certificates do not indicate major or minor fields, and who cannot get the college to declare what such majors or minors should be, will have their official transcripts reviewed by a joint committee of the BOARD and the ASSOCIATION to determine such majors or minors. The committee will use the definition for majors/minors as listed in the Department of Education Administrative Rules for Certificates.

B. Extra Assignments

Assignments for adult education credit courses, driver education and summer school programs shall be made by the BOARD on the basis of preference to qualified degree teachers possessing Life, Provisional or Permanent teaching certificates and regularly employed in the district during the normal school year.

In addition, applicants for driver education assignments will be considered on the basis of 1) hours of driver education performed previously in the district and 2) length of service in the district, in that order of priority. (see 3.6.4 for Assignment Procedure)

3.6.4 Assignment Procedure

A. Regular Assignment

Except in the case of reassignment during layoff, assignment of professional personnel shall be made by the superintendent on the basis of the following criteria:

1. Seniority
2. Qualification
 - a. Training and certification
 - b. Extent of experience
3. Approval of the assistant superintendent. In the event approval is withheld, the assistant superintendent will indicate in writing the reasons therefor upon request.
4. Maintenance of balance of experience within buildings.

3.6.4 Assignment Procedure (cont'd)

No later than the third from the last day of school, every teacher shall be given written notice of his/her assignment for the forthcoming school year, which notice shall designate building, grade level and/or department(s) where applicable.

B. Extra Assignment

Applicants for Summer School and Adult Education credit course teaching assignments will be considered on the basis of 1) being a member of the department and grade level under which the class title falls, 2) certificated to teach the subject and, at the high school level, qualified under NCA, 3) number of summer school or adult education classes, in that department, previously taught in the district and 4) length of service in the district, in that order of priority.

Insofar as possible, teachers will be offered two (2) consecutive classes at the same location. No teacher shall be required to teach a split schedule, or less than two (2) hours in the summer school.

3.6.5 Reassignment

In the event of one or more of the following changes in assignment is proposed, after the notice of assignment given by the third to last day of school, the ASSOCIATION and every teacher affected shall be notified promptly and consulted:

- 1) Reassignment to a different building
- 2) In the elementary, reassignment to a different grade
- 3) In the secondary, reassignment of class loads in which more than one additional preparation will be required.
The BOARD will comply with North Central and/or the University of Michigan guidelines regarding total teacher preparations for the life of this Agreement.
- 4) In the secondary, reassignment to another department.

After the notice of assignment given by the third to last day of school, until the succeeding third to last day of school assignments, no reassignments as defined above shall be made without the consent of the teacher, except in cases of emergency, or to prevent undue disruption of the instructional programs, or for changes in staff requirements due to shifts in student distribution. The Superintendent shall notify the affected teacher and the ASSOCIATION, in writing, for reasons for such reassignment. If the teacher objects to

3.6.5 Reassignment (cont'd)

such reassignment, s/he may submit the dispute for resolution through the grievance procedure but only on the question of the reasons for such reassignment, or s/he may resign his/her position, in good standing, within ten (10) days of the notification of reassignment. Any resignation under the foregoing provision shall be deemed to be for good cause for purposes of the Tenure Act. The terms and conditions of reassignment shall be superseded by the provisions of paragraphs relating to seniority in the event of a staff reduction when said paragraph must be applied.

3.6.6 Notice and Filling of Vacancies

Whenever any bargaining unit position is known to be vacant for at least twenty (20) consecutive school days or when a new bargaining unit position is established, the BOARD shall give written notice of such vacancies to the ASSOCIATION. No vacancy shall be filled after (the fourth Friday in September) of any school year except in a temporary basis.

Except as provided in section 3.6.11 - Recalls/Permanent Substitutes, persons employed to fill temporary vacancies shall become bargaining unit members upon the completion of sixty (60) continuous school days of employment in the same assignment. Such persons shall not be subject to any layoff notice provisions nor shall they have any rights of recall.

Any temporary vacancy filled by a laid-off teacher will be filled by that laid-off teacher, without being bumped, for the duration of the regular teacher's absence for that school year, provided that laid-off teachers filling vacancies may be transferred if the BOARD determines that program needs require it.

The BOARD shall post in each building a list of all known teaching vacancies including those filled on a temporary basis during the school year. This posting shall be for the five (5) working days following April 15. A copy shall also be sent to the ASSOCIATION.

3.6.7 Procedure for Transfer

Requests for transfer shall be submitted on the "Preference of Assignment/Transfer Request Form" (available in each office) no later than 4:00 p.m. of the day before the annual slotting meeting.

3.6.7 Procedure for Transfer (cont'd)

Any teacher may apply for a transfer to any bargaining unit position. The BOARD shall judge such application on the basis of criteria established in section 3.6.4 - Assignment/Transfer Procedure, of this Agreement. A request for transfer shall be continuous until the first reporting day in the forthcoming school year only if the member so indicates on the "Preference of Assignment/Transfer Request" form.

3.6.8 Assignment: Extra Duty

Assignment and reassignment to Extra Duty Assignments shall be made annually. Continuing Tenure shall not apply to these assignment. The additional stipend to be paid for extra duty assignments are detailed in section 3.17.1a, 3.17.1b, and 3.17.2

A teacher, once given an assignment, will be automatically reappointed to the assignment for the forthcoming school year, unless written notification of removal is given the teacher at least thirty (30) calendar days before the last day of school, except coaches of spring sports have to be notified at least fifteen (15) calendar days before the last day of school. Such notification will include the reason(s) for the removal. Failure to notify the teacher will be conclusive evidence of reappointment for the next school year.

From May 15 to May 22 of each school year the BOARD shall post in each school building and in the administrative offices notice of all known vacancies in extra duty assignments for the forthcoming school year. A copy of said notice shall be provided to the ASSOCIATION. None of the vacancies shall be filled until after May 22. No vacancy shall be filled by an applicant from outside the bargaining unit unless no teacher in the bargaining unit with adequate qualifications has applied. Any Extra Duty Assignment held by a non-bargaining unit member must be re-posted at least every two (2) years. However, with positions listed in Section 3.17.1a, whenever a vacancy occurs, the Board will give preference to bargaining unit members when the qualifications of the candidates are relatively equal. The Board shall not be required to repost the positions in Section 3.17.1a should such a position be occupied by a non-bargaining unit member. Further, for the duration of this agreement the Board shall not be required to repost the high school musical position contained in Section 3.17.1b. The BOARD reserves the right to deny any such annual assignment for the succeeding school year to any teacher who resigns from an assignment before completing it.

3.6.8 Assignment: Extra Duty (cont'd)

Vacancies that occur after May 15 shall be posted as above, for a period of seven (7) calendar days before being filled. If a vacancy occurs in the course of the year that requires immediate filling, this will be done on a temporary basis, pending a permanent assignment under the above procedure. The ASSOCIATION will be notified in such instances.

Applicants will be recommended to the BOARD for appointment on the basis of the following criteria:

1. Years of experience in the field of assignment
2. Quality of experience in the field of assignment
3. Professional background and qualification in the field of assignment
4. Estimation of applicant's enthusiasm, initiative, consistency of performance, cooperation, rapport with student, and success in handling such assignments.

In the event of a reduction of an extra-duty position, the remaining position(s) in other buildings will be posted and filled according to the qualifications listed above.

3.6.9 Seniority

The seniority list shall be updated by April 15 of each school year. A person's ranking on the seniority list shall reflect time employed in the bargaining unit. In the event a person shall be placed on layoff status, they shall remain on the seniority list for seven years or for a period of time equal to the time they were employed in the bargaining unit, whichever is lesser. New hires will be ranked on the seniority list in the order of their first employment date; the date and time that signed individual contracts are received by the personnel office shall determine ranking for those who have the same employment date.

All administrators and supervisors as of September 1, 1979, shall be carried on the seniority list at the level of their proper seniority date and shall continue to accumulate seniority on such list and will assume that position on the seniority list should they be laid off from their administrative position and be returned to teaching status. Any teacher who is transferred to or hired into an administrative or supervisory position after September 1, 1979, shall retain seniority earned as a teacher in the district but will not accumulate seniority while an administrator or supervisor.

3.6.9 Seniority (cont'd)

Seniority will continue to accumulate when teachers are on absence while utilizing Leave Days (3.9.1), Illness/disability (3.9.2), Sick Leave Bank (3.9.3), Communicable Disease (3.9.4), No Charge Absences (3.9.5), Workers Compensation (3.9.6), Sabbatical leave (3.9.7), Parental Leave (3.10.1), Family and Medical Leave Act (3.10.2), Unpaid Leaves of up to one (1) year (3.10.3), Mandatory Leave (3.10.4), Military Leave (3.10.5), Unpaid Leave (3.10.6), Long Term Disability(3.11.2), or on temporary assignment by the BOARD to another educational institution. Seniority for layoff purposes only will continue to accumulate for up to one year when teachers are on disability/medical leave. Any leave of absence during which seniority is accumulated will not be counted toward longevity service credit. Upon return of a teacher from leave during which seniority is not accumulated, the teacher shall be placed at the top of the list of all teachers whose seniority date is the same as the new seniority date of the returning teacher. All seniority is lost if there is a severance of employment.

The BOARD shall determine the tentative bargaining unit positions for the succeeding year; this shall be done by April 30 or prior to the slotting meeting. The ASSOCIATION president shall receive a copy of this determination. In the event that there is a reduction of positions, the following procedure will be followed:

1. Bargaining unit members will complete and return the "Preference of Assignment/Transfer Request" sheet to the personnel office no later than 4:00 p.m. of the day before the annual slotting meeting. Members must list only positions for which they are certified and qualified. The preference of assignment form will be on file for review during slotting and assignment consideration. This form will no longer be on file after the commencement of the next work year.
2. A slotting committee shall meet no later than the first week in May to slot members into the existing positions. The committee shall be the Assistant Superintendent, two administrators, the Association president, and two EA representatives. The slotting committee will follow these guidelines:
 - a. The bargaining unit member holding the office of president of the Warren Woods Education Association shall be presumed to be holding the number one (1) ranking on the seniority list for as long as s/he holds that position.

3.6.9 Seniority (cont'd)

Commencing with the first name on the seniority list each member will be slotted into an assignment matching his/her last assignment, if available. Members shall only be slotted to positions for which they are certified and qualified.

- b. Teachers of grades K to 5 will be slotted K-5, if possible, then will be slotted according to positions listed on the "Preference of Assignment/Transfer Request" sheet. Then, if no position can be found, the member will be unassigned and later receive a notice of layoff.
- c. Teachers of grades 6 to 12 will be slotted into the same department in the other building, if possible; then will be slotted according to positions listed on the "Preference of Assignment/Transfer Request" sheet. Then, if no position can be found, the member will be unassigned and later receive a notice of layoff.
- d. Special education members will be slotted K-12 special education, if possible; then according to positions listed on the "Preference of Assignment/Transfer Request" sheet; then will be slotted K-12, then if no position can be found, the member will be unassigned and later receive a notice of layoff.
- e. Teachers will not be slotted into a position of counselor, social worker, school psychologist, reading resource teacher, or teacher consultant unless there is no other position available for which they are certified and qualified, except as provided for in Section 4, below.
- f. Special reimbursable programs will be staffed by individuals who are certified and/or qualified by the standards required by the funding agency. Qualifications for positions in such special reimbursable programs will be shared with the ASSOCIATION before proposals are submitted.

3.6.9 Seniority (cont'd)

3. Any member may volunteer to take layoff in place of a less senior member. Any member on voluntary layoff shall continue to accrue seniority for up to no more than one year while on the voluntary layoff; however, recall rights shall be retained. The request for voluntary layoff shall be listed on the "Preference of Assignment/Transfer Request" sheet.
4. The slotting committee may discuss the possibility of slotting members without regard to seniority, building, grade, or departmental assignment in accordance with certification and qualification requirements. When the committee cannot agree on potential changes, the BOARD shall make the determination; except that the committee will agree to slotting any current member in the bottom thirty-three per cent (33%) of the list, department heads and area chairpersons excluded, so that there will be retention of a more senior member who would otherwise be laid off. This may involve adjusting the master schedule. Any slotting will not alter established student programs. Any member may resign in good standing if s/he does not wish to accept the position once assigned.
5. The BOARD shall determine and give notice of assignment to all members no later than the third-to-last work date of the school year. The final determination rests with the BOARD.
6. All members to be laid off shall receive such notice at least thirty (30) calendar days prior to the first day when the layoff becomes effective, except when a member is being laid off for the following school year, then thirty (30) calendar days notice must be given prior to the last day of the present school year.
7. The "Preference of Assignment/Transfer Request" sheet will remain active for review during June through August if the member requests it by checking and signing the form at the bottom. Once a member is reassigned, s/he may not have a change of mind about the reassignment.

Seniority (cont'd)

8. Certification and qualification requirements are:
- a. Teacher K-5
Certification: Certified to teach at least in the level of the position.
 - b. Elem. Art, Music and Physical Education
Certification: At least a minor, as certified by the State in the special to be taught.
 - c. Teacher 6-8
Certification: Certified to teach at least the grade level of the vacancy.
Qualification: At least a minor, except that a teacher teaching in two (2) academic areas needs at least a minor in one area and at least twelve (12) semester hours in the other area. Teachers teaching in 3 or more academic areas shall have twenty-four (24) hours appropriately distributed on the included subject fields. (Semester hours for this section shall be defined as those college level classes which can be applied to a degree program and/or which may be transferred to another institution.)
 - d. Teacher 9-12
Certification: Certified to teach at least the grade level of the position.
Qualification: Shall meet the minimum standards of the North Central Association of Schools and Colleges as set forth in the 1996-97 North Central Association booklet "Policies and Standards for the Accreditation of Secondary Schools." for the 1997-98 school year, the 1997-98 booklet for the 1998-99 school year, and the 1998-99 booklet for the 1999-2000 school year.
 - e. Special Education
Certification: Certification and/or State approval required for the level and type of position.
 - f. Vocational Education
Certification: Certification and/or State Annual authorization for the level and type of position.
9. Where Certification and Qualification, as set forth above, are equal, seniority shall control in cases of layoff and recall.

3.6.9 Seniority, Cert. and Qualification Req. (cont'd)

10. In the event of a reduction in personnel due to economic emergency after the first day of school, the parties agree to the following procedure to effect the necessary reductions in order to minimize the disruptions for students and teachers:
 - a. The teachers in the assignments being eliminated will be listed in seniority order.
 - b. Commencing with the highest senior teacher, each one will be reassigned (3.6.5) to the lowest senior teacher's position for which s/he is certified and qualified. Those who cannot replace another teacher will be laid off.
 - c. At the next annual slotting committee meeting, those teachers who were reassigned will be slotted back into their original, beginning-of-the-year assignment where possible. Failing that, they will then be slotted according to the positions as listed on the "Preference of Assignment/Transfer Request" form for which they are certified and qualified.

11. Limiting the Effect of Tenure in Position

The BOARD and the ASSOCIATION, recognize that tenure in position other than as a classroom teacher under Article III, Section I of the Michigan Teacher Tenure Act is subject to provisions of this Agreement, specifically as set forth in the Warren Woods Public Schools Employment Contract, Paragraph 5. "No teacher employed other than as a classroom teacher shall be granted continuing tenure in such capacity, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended."

3.6.10 Job Sharing Agreement

Job sharing is a concept gaining more acceptance in education. The BOARD and the ASSOCIATION agree that the sharing of assignments will be done under the conditions listed below. These bargaining unit members agree to these conditions by their signatures.

3.6.10 Job Sharing Agreement (cont'd)

1. Two teachers agreeing to share a position will submit a written request for job sharing to the Assistant Superintendent. A job may be shared by semesters or by days. Should the job share application be refused, the applicants will be given the reason(s) for the refusal.
2. The two teachers, the principal involved, the Assistant Superintendent and the Association recognize the importance of compatibility in a successful partnership. Consideration should be given to teaching philosophies, discipline methods, classroom management techniques, evidence of ability to cooperate and to share.
3. Prior to approval, the principal and the teachers will have worked out the arrangements for division of teaching and other responsibilities, including but not limited to conferences, report cards, staff meetings, field trips, in-service, orientation and record days. Compensatory time will not be granted to job share teachers for conferences.
4. Salary will be at the appropriate step and degree scale for each teacher as listed in the Master Agreement.
5. The BOARD will pay no more than the cost of one (1) set of MESSA Plan A insurance benefits for one assignment. Each teacher involved may select MESSA Plan A or Plan B benefits. If both select Plan A, each shall pay the cost over and above one-half of the premium for Plan A. If either selects Plan B, there shall be no additional cost to that member. If one selects Plan A and the other selects Plan B, the teacher selecting Plan A shall pay the premium cost of Plan B. If one selected neither Plan, there shall be no cost to the other member who may select either Plan.
6. The sharing teachers understand that the Michigan Teacher Retirement Board grants Partial-year credit for less than full-time work.
7. Each of the sharing teachers shall be granted full district seniority credit during this assignment.

3.6.10 Job Sharing Agreement (cont'd)

By their signatures, the following teachers indicate an understanding and acceptance of the above-listed conditions as they enter into a sharing of the _____ assignment for the _____ school year.

Teacher Date

Teacher Date

Personnel Administrator Date

WWEA/Local 1 President Date

3.6.11 Recalls/Permanent Substitutes

Teachers shall be recalled in reverse order of seniority to vacancies for which they are certified and qualified as defined in 3.6.9 - Seniority. The ASSOCIATION shall be notified before the recall is made. To remain on the seniority list, a teacher on layoff status must notify the personnel office in writing by April 1st of each year, of his/her desire to remain on the seniority list and must provide the personnel office with a current mailing address.

A laid-off teacher shall be considered on layoff unless recalled by the BOARD, or unless the teacher resigns or fails to respond in writing within ten (10) calendar days of the receipt of a written offer of a recall by the BOARD except where there is an offer of a position of less than a full year or less than full-time. In such case, the teacher may refuse recall without loss of future recall rights. Such written offer by the BOARD shall be by certified or registered mail, returned receipt requested, to the teacher's last known address as it appears on the BOARD'S records.

For laid-off teachers who apply within the first five (5) years of being placed on lay-off status, the Board shall maintain five (5) permanent substitute positions at a salary of eighty dollars (\$80.00). This daily salary shall not include any fringe benefits. The Board shall pay the five (5) per cent retirement for all permanent substitutes. The highest senior teachers, certified and qualified, who apply by August 15 will fill these positions.

3.6.11 **Recalls/Permanent Substitutes (cont'd)**

Permanent substitutes may elect to purchase MESSA health insurance by signing the appropriate form during the regular enrollment period or upon employment as a permanent substitute. The BOARD shall pay the premium and the member shall then reimburse the premium cost to the BOARD (the first of the month for that month's coverage).

For laid-off teachers filling the above permanent substitute positions, work will be available every student day except the first five (5) and the last five (5) of the year. A teacher must be available for work every day to be assigned a permanent substitute position.

The highest senior teachers will be given an opportunity to fill vacancies in these permanent substitute positions after the start of the school year. Positions of permanent substitute filled by laid-off teachers will be part of the bargaining unit and will receive daily seniority credit but not experience credit.

Other laid-off teachers shall, upon application, be granted priority status on the district substitute list and will receive the compensation paid to the substitute teachers for such assignment, such priority to be determined according to seniority and qualifications. Such laid-off teachers shall have the status of substitute teachers and shall not be considered members of the bargaining unit. If it is known that a vacancy will be for at least twenty (20) school days, then the appropriate recall of a laid-off teacher will be made. The teacher will be recalled for the duration of the assignment and shall not be subject to the 30-day layoff notice.

3.6.12 **Permanent Substitute Agreement**

By my acceptance of a position as a permanent substitute, I understand and agree to the following contractual benefits:

1. I must be available for work every day except the first five (5) days and the last five (5) days of the school year. This guarantees 171 days of employment during the school year. I will gain one (1) day of seniority for each day worked.

3.6.12 Permanent Substitute Agreement (cont'd)

2. If I begin as a permanent substitute at the beginning of the school year, I will get seniority credit for the first five (5) days even if I am not called for substituting. If I am a permanent substitute at the end of the year, I will get seniority credit for the last five (5) days even if I am not called for substituting.
3. The rate of pay per section 3.6.11.
4. If I choose to purchase MESSA group health insurance, I will reimburse the premium cost to the BOARD (the first of each month for that month's coverage).
 I want to purchase this coverage.
 I do not want to purchase this coverage.
5. Retirement credit is gained for each day worked. The BOARD will pay the appropriate contribution for my salary to the Michigan Teachers Retirement System.
6. As a permanent substitute I may use up to five (5) days of any accumulated sick days to prevent a loss of seniority due to illness. No pay will be granted for these days.
7. By accepting a permanent substitute position, I understand that any future unemployment compensation may be based on the above wages.
8. If a vacancy of twenty (20) or more school days become available for which I am certified and qualified, I may be eligible for recall to that position for the remainder of the school year or until the absent teacher returns.
9. I am responsible for ASSOCIATION membership dues which I may have deducted from each pay check or pay directly to the ASSOCIATION treasurer in a lump sum by November 1 of each school year.

Teacher Date

Personnel Administrator Date

WWEA/Local 1 President Date

3.7 Evaluation

3.7.1 Preface

The parties recognize that the responsibility to periodically evaluate the members of the teaching staff rests with the BOARD and the school district administrators.

3.7.2 Philosophy and Purpose of Performance Evaluations

Evaluation is a continuous process whereby the effectiveness of bargaining unit members is appraised in relation to curriculum objectives, to person competencies, to teaching conditions, to implementation of effective classroom management procedures, to adherence to building rules and regulations, and to goal setting as an ongoing activity.

An evaluation should lend direction to the bargaining unit member's individual and group effectiveness. An evaluation should also serve to foster self-improvement, and is an important means of assisting teachers in the improvement of their skills.

3.7.3 Procedure for Performance Evaluation of Tenure Teachers

Evaluation of bargaining unit members shall include:

1. Discussion to establish goals.
2. At least two (2) classroom observations.
3. Discussion to review the evaluator's perception prior to writing an evaluation.
4. Opportunity for the unit members to write a summary attachment.

The following procedures shall be used when evaluating teachers:

1. A three (3) year evaluation cycle shall be established for each bargaining unit member.
2. Teachers will be given a written evaluation during the first year of their cycle. Written evaluations may be given at other times in the cycle provided time lines are observed. Should additional written evaluations be required during the three (3) year cycle, the goal setting - goal attainment steps in the procedure may be omitted.
3. Evaluations will be written only after an evaluation conference has been held between the evaluator and the bargaining unit member.

3.7.3

Procedure for Performance Evaluation of Tenure Teachers (cont'd)

The evaluation will be written within fifteen (15) school days of this conference. The purpose of the conference is to share and discuss evaluation data and perceptions. The evaluation will identify areas of success and continuing progress.

4. The bargaining unit member may choose to submit an attachment. The attachment shall serve to clarify a difference of perceptions, to add some things which are in progress, to offer suggestions for improving the learning environment, or to commit to additional ways to improve. Attachments should be constructive and professional in nature.
5. All observations for the purpose of this evaluation process shall be completed before the third to last week of school.
6. Goals shall be developed by the end of the tenth week of school in the first year of each evaluation cycle. Progress towards goals and/or revision of goals shall be reviewed annually.
7. If a unit member receives a less than satisfactory performance evaluation, the BOARD shall provide the teacher with an Individualized Development Plan (IDP) with input from the teacher in accordance with applicable law. The teacher is entitled to Association representation at such meeting. If the unit member has an IDP, the member's evaluation shall include an assessment of the member's progress in meeting the goals of his/her IDP. The WWEA President shall be notified of said assessment at the same time as the teacher.

3.7.4

Procedure for Performance Evaluation of Probationary Teachers

The BOARD must ensure that each probationary teacher employed for at least one full year is provided during that year, with an Individualized Development Plan (IDP) in accordance with applicable law. (See Appendix)

Each probationary teacher shall be provided with an overall annual year end performance evaluation each year of their probationary period. It shall be based on at least two (2) classroom observations held at least sixty (60) days apart. Shorter intervals between classroom observations shall be mutually agreed upon by the teacher and his/her evaluating administrator. The evaluation shall include at least an assessment of the teacher's progress in meeting the goals of the IDP.

3.7.4 Procedure for Performance Evaluation of Probationary Teachers (cont'd)

If the teacher is experiencing serious difficulties in the performance of his/her duties, the Association President shall be informed of the situation prior to any meeting. The teacher is entitled to Association representation at such meeting.

Any probationary teacher whose services are terminated shall be so notified in writing at least sixty (60) days before the close of the probationary year with a definite written statement as to whether or not his/her work has been satisfactory. Such written notice shall advise the teacher of the right to a hearing before the Board of Education. The Association shall be given a copy of said notice. Within thirty (30) days, said teacher may make written request for such hearing before the Board, and the Board shall hold a hearing within fifteen (15) days of the receipt of the teacher's written request. The Board's final determination to terminate services is not subject to the grievance procedure unless the grievance is based on timeliness or procedural disagreements.

3.7.5 Discharge or Demotion

Discharge or demotion of a tenure teacher shall be for just cause within the meaning of the Michigan Tenure Act, and the Tenure Act shall thereafter govern all proceedings against the teacher.

3.7.6 Personnel File

After employment, the teacher will receive a copy of any item placed in her/his personnel file. The teacher shall be obligated to sign the file copy. Signature in no way indicates acceptance or rejection of the contents of the document by said teacher.

The teacher may exercise the right under the Employee Right to Know Act to attach a written response to any information placed in his/her personnel file. The teacher may also request that any negative record be removed three (3) years after being placed in the file.

3.7.7 Open Observation

No electronic devices will be used to observe and/or evaluate a teacher without the teacher's approval.

3.7.8 Lie Detector Use

No polygraph or lie detector device shall be used by the BOARD in any investigation of any teacher, except at the initiation of said teacher.

3.8 Teacher-Pupil Relationship

3.8.1 Support in Discipline

A teacher has the responsibility to maintain discipline. It is recognized that the discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they shall be dealt with in a manner consistent with sound child growth and development and student management techniques.

The BOARD recognizes its responsibility to give all reasonable support and assistance to teachers whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional personnel.

3.8.2 Pupil Exclusion

A teacher may exclude a pupil from a class session 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. A teacher may use reasonable measures to protect himself/herself from attack or to prevent injury to another student. The teacher will furnish the principal as promptly as teaching obligations will allow, full particulars of the above incidents on the appropriate misconduct form. The principal will communicate the disposition of the matter to the teacher before the student is allowed to return to the sending teacher. A complete copy of BOARD policy regarding discipline shall be made a part of the teacher handbook and furnished to all teachers.

3.8.3 Student Suspension

Procedure for suspension of students from school shall be distributed to teachers each year. Transfer of the student to another teacher and other measures, short of suspension, will first be exhausted. Transfer will not be the vehicle used when it would cause an imbalance in the distribution of such problem children among teachers involved except for assignment to classes specifically to work with such children.

3.8.4 Corporal Punishment

A written statement by the BOARD governing use of corporal punishment of students shall be publicized to all teachers not later than the first week of each school year.

3.8.5 Teacher Assault

Any case of assault involving a teacher or if a teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, it shall be promptly reported in writing to the BOARD through the building administrator. The BOARD shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such matter and shall promptly render all reasonable assistance short of providing an attorney to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

3.8.6 Special Services Referral

The parties recognize that some children may have physical, mental and/or emotional problems that may require specialized classroom experience or the attention of district specialists. A teacher believing a student has need for special assistance may recommend such student to the building principal who may request that the appropriate professional employee evaluate such student to help determine the best placement or program for that student.

Consideration will be given in placing students with special problems to avoid assigning these students to newly employed inexperienced teachers.

3.8.7 Special Education Waivers

Decisions regarding the application for waivers from the Department of Education administrative rules will be discussed with the Association prior to the application being made.

3.8.8 Medical Procedures

Teachers are not expected as a part of their routine duties to administer medications nor to perform medical procedures such as but not limited to tracheotomy suctioning, catheterization (including clean intermittent catheterization) or tube feeding to students; nor perform hygiene procedures such as, but not limited to diapering or toileting. It is understood that in an emergency situation, a teacher may be called upon to perform any procedure for which the teacher has been trained.

3.9 Paid Leaves

3.9.1 Leave Days

A total of ten (10) days at the beginning of each year is granted each teacher for personal/sick leave. If a teacher is employed for less than the full year, the allowance is reduced by one day for each month of the school year in which they are not employed. Unused portions of these ten days may be accumulated without limit. All accumulated days at the time of the signing of this contract will be honored. A minimum of twenty-four hour notice shall be given, except in emergencies, when a teacher absents herself/himself for personal business. The BOARD reserves the right to ask for and be given proper evidence of the authenticity of the reasons given for the absence. The leave may be used as follows:

- A. No more than four (4) days for personal business (will not be used the first and last week of school, the day before or after recess, or during conferences except in approved emergencies.)
- B. In any combination for religious holy days, illness in the family, or personal illness/disability.

3.9.2 Leave of Absence

1. Personal Illness/Disability Leaves - (Under care of Physician) - Mandatory - With Seniority First Year - No Increment.

- A. The BOARD will grant leaves of absence to any teacher who is disabled due to personal illness, accident, disability or pregnancy. In case of disability exceeding five (5) days, the BOARD may request a supporting statement from the teacher's physician. Whenever possible in cases of such leaves, the teacher must submit a written notice of such leave at least forty-five (45) calendar days prior to the expected disability date.

A teacher on such leave must return to work as soon as s/he is physically able to fulfill her/his normal duties. A teacher may be required to submit proof of disability to the BOARD during the leave. The BOARD reserves the right to require teachers on such leave to report upon reasonable notice for a physical examination by appropriate specialists to determine whether the leave is warranted.

3.9.2. Leave of Absence (cont'd)

If the report of the BOARD's physician and the report of the teacher's physician are in disagreement or conflict, the affected teacher shall be examined at BOARD expense by a specialist appropriate to the disability at Beaumont Hospital, St. John Hospital, or a facility mutually agreed to by the ASSOCIATION and the BOARD for final determination in the matter which shall be binding on the parties.

In cases where a teacher has been on such leave for more than ten (10) days, the BOARD may require that upon returning to work the teacher submit a statement from her/his physician that s/he is able to return to work, and or be certified to return to work by a licensed physician chosen by the BOARD. If there is a dispute as to whether the teacher is able to return to work, it shall be resolved in the manner set forth above.

The BOARD will reimburse teachers for any loss of salary or benefits which might result from a BOARD mandated physical examination.

3.9.3 Sick Leave Bank

1. Each teacher shall be a member of the Sick Leave Bank, which is created to offer financial assistance in the instance of long term illness or injury to a teacher. At the beginning of each school year, one day per teacher shall be added to the bank by the BOARD until the days in the bank total 2,000. Annually thereafter, at the beginning of the school year, the BOARD shall add one day per teacher or enough days to 2,000, whichever is the lesser. The days added by the BOARD shall bear no relationship to any other time allowance made in this contract. All days presently accumulated in the bank shall remain.
2. A teacher must first expend all but up to five (5) days of sick leave accumulation before applying for sick leave bank use. If the teacher has less than twenty (20) days of leave accumulation, the illness or injury must be covered by absence without pay, except that then a teacher who has been in the bank is back to work for less than sixty (60) calendar days and suffers a relapse, s/he will not be subject to the waiting period.

3.9.3 Sick Leave Bank (cont'd)

Following the twentieth (20th) day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a teacher may apply in writing, or have the Association apply, for use of the bank, which use shall not exceed forth-five (45) bank leave days.

A tenure teacher shall have the use of the sick bank extended into the following school year for up to a maximum usage as stated above, if the injury or illness shall make it necessary.

3.9.4 Communicable Disease - With Seniority

A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, pink eye, or lice shall suffer no diminution of compensation nor loss of leave days, up to five (5) working days.

3.9.5 No Charge Absences - With Seniority

A teacher may be absent without loss of compensation or charge against leave days for the following reasons:

1. When called for and serving jury duty services.
2. For appearances in court under subpoena or summons issued in a court action related to the teacher's employment in the district or in which the teacher is not a party of interest.
3. For up to three (3) days for the funeral of a spouse, parent, sibling, natural or adopted child, grandparent, grandchild, mother-in-law or father-in-law.
4. For approved visitations, conferences, or conventions.
5. For taking selective service examinations.
6. With the superintendent's approval, in connection with any incident of assault or suit because of disciplinary action taken by the teacher.

Any pay, fees, or allowances received from another source for the time spent shall be paid over to the BOARD by the teacher involved.

3.9.6 Worker's Compensations

- A. Any employee who is absent because of an injury, illness or disease compensable under the Michigan Worker's Compensation Act will have two (2) options for payment while absent:
1. Option 1 - The employee may elect to receive only those monies that would be paid to him/her as directed by the Michigan Worker's Compensation Act for the period of time that the employee is absent.
 2. Option 2 - The employee may elect to have the monies that would be paid to him/her as directed by the Michigan Worker's Compensation Act supplemented with a sufficient amount to maintain his/her regular salary for a period not to exceed his/her sick leave accumulation. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted, at which time, if eligible, application can be made to the sick leave bank. Remuneration will be made from the sick bank in the same manner as outlined above. The accumulated sick days and the sick bank shall be charged only for that portion in excess of the compensation payment.
- B. Income protection under the Michigan Workers' Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as a result of the alleged injury or sickness, all deducted sick leave days will be returned to the employee and only those portions of days will be deducted if the employee elects to take Option 2 of the payment plans.
- C. Any employee who is entitled to Workers' Compensation and does not have a sufficient number of accumulated sick leave days to prevent loss of regular wages may begin to draw from the sick bank earlier than the normal time limit requirement.

However, the employee must use all accumulated sick days before they are eligible for the described early usage of the sick bank.

Sabbatical Leave - With Seniority

Teachers who have been employed in the Warren Woods School District for seven (7) consecutive years or more may be granted a sabbatical leave for one (1) or two (2) consecutive semesters for participation in any one of the following programs:

1. Program of study at accredited college or university;
2. Individual program of study or research;
3. Program of investigative travel;
4. Participating in programs of research, education or the like, sponsored by governmental agencies, foundations, or similar institutions.

Teachers desiring such leave shall make application to the Sabbatical Leave Committee, which shall consist of the Superintendent and two other administrators and two teacher representatives selected by the ASSOCIATION. This committee shall be responsible for making recommendations on applicants to the BOARD and serve as an intermediary liason between teachers on leave and the BOARD. The BOARD shall have the discretion in granting sabbatical leave, but shall give preferential consideration to those applicants with longer service in the district.

Sabbatical leave shall be granted to no more than 2% of the teachers of the district each yar, provided there are sufficient applicants with the requisite service in the district and with acceptable sabbatical programs. The BOARD reserves the right to reject any or all applicants under the following exceptional circumstances:

1. A severe financial crisis;
2. A critical time in the development of a program in which the applicant's participation is vital.

A teacher on sabbatical leave shall be considered to be in the employ of the BOARD and shall receive 50% of the base salary that s/he would have received is s/he were on active status, plus full fringe benefits including sick leave.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule that s/he would have been on had s/he taught in the district during such period.

As a condition to receiving final approval for a sabbatical leave, a staff member shall file with Secretary of the Board of Education a written agreement stipulating that s/he will remain in the service of the Warren Woods Public Schools for a period of one (1) year after the expiration of said leave.

3.9.8 Personal Leave Day Incentive

This provision is established as an incentive for bargaining unit members to develop good attendance records. Any bargaining unit member may earn one additional day of personal leave which will exempt from other general leave restrictions. The following guidelines govern the use of the bonus personal day:

1. A bargaining unit member must have a minimum of 45 days of accumulated time to be eligible for bonus day consideration.
2. The bargaining unit member must have an average annual use of no more than four leave days over the prior five years.
3. A 10-work day advance notice is required.
4. This bonus day is limited to the maximum use of one occurrence per year per teacher. A partial day counts as one day under this provision. The partial day earned but not used will be added to individual's sick day accumulation.
5. The use of this bonus day is limited to no more than 5% of bargaining unit members on any given date. Should a certain date have more than 5% of the staff apply for that date as a bonus day, seniority will prevail.
6. Should a bargaining unit member earn a bonus day but be unable to take that day during the school year, it will be added to the individual's sick day accumulation. Bonus days cannot be accumulated.
7. This bonus day may be used before or after a holiday period.

3.10 Unpaid Leaves

3.10.1 Parental Leave-Mandatory-With Seniority-No Increment

Upon written application, a leave of absence shall be granted to any teacher for the purpose of child care; however, except in unforeseen circumstances, application for such leave must be given at least thirty (30) days prior to the commencement of the leave. Said leave shall commence upon the date requested by the teacher, but in the instance of delivery, said leave shall commence at the end of the period of disability. The duration of the leave shall not be less than the remainder of a semester nor more than the next two semesters. Leave time taken after the semester in which the delivery occurred must be taken in complete semesters.

Upon written application, the BOARD may, at its sole discretion, extend the leave. Such extension shall be in no less than semester intervals.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule commensurate with his/her prior teaching experience, and shall accumulate seniority only during the remainder of a semester, if the leave commenced during a semester, and the next two semesters.

It is understood that such leave shall not count toward longevity service credit.

The BOARD will defend any action or complaint brought against the ASSOCIATION under state or federal law as a result of the implementation of this (3.10.1) section, and the BOARD will further indemnify the ASSOCIATION and/or the Michigan Education Association in the event an adverse judgment is entered against the ASSOCIATION and/or the Michigan Education Association under state or federal law as a result of the implementation of this provision.

3.10.2 Family and Medical Leave Act - Seniority

The BOARD will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993. All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.

3.10.2 Family and Medical Leave Act - Seniority (cont'd)

An employee will be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave. Failure to return to work following the FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle an employee to FMLA leave; or (2) other circumstances beyond the employee's control, may require the employee to reimburse the district for its share of health insurance premiums paid on behalf of the employee during the FMLA leave without prior permission in writing from the district to extend the leave will be considered abandonment of the employee's job, resulting in the termination of employment.

3.10.3 Personal Leave - With Seniority - No Increment

Upon a teacher's written application, the BOARD may grant a personal leave of up to one (1) year to a teacher. Upon the teacher's written request, such leave may be extended for intervals of one (1) semester or one (1) year.

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule commensurate with his/her prior teaching experience and shall accumulate seniority only during the first year of such leave.

It is understood that such leave shall not count toward longevity service credit.

3.10.4 Leave - Mandatory - With Seniority and Increment

A leave of absence of up to one (1) year shall be granted to any teacher who is eligible for tenure in the year of the leave upon written application for the following purposes:

1. Participating in exchange teaching programs of the United States Department of State;
2. Participating in military teaching programs;
3. Joining the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in a teaching program;

3.10.4 Leave Mandatory - With Seniority and Increment (cont'd)

4. Serving as an officer of the ASSOCIATION or its staff;

Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been on had s/he taught in the district during such period, provided that the total allowance for all outside teaching experience does not exceed the maximum allowed by the district.

It is understood that such leave shall count toward seniority credit but shall not count toward longevity service credit.

3.10.5 Military Leave - With Seniority and No Increment

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall receive such benefits as are allowed under M.S.A. Section 15.2065 (1) and (2).

3.10.6 Unpaid Leave - With Seniority - With Benefits

Teachers may request an unpaid leave of up to five days each year. A 30-work day advance notice is required. The use of this leave is limited to no more than 5% of the bargaining unit members on any given date. Should a certain date have more than 5% of the staff apply, the leaves will be granted on a seniority basis. These leaves may be used before or after a holiday period.

3.10.7 Return from Leave

1. Conditions of Leave

- A. For all employees whose leave shall terminate at the beginning of a school year, a letter of availability must reach the Personnel Office no later than the preceding April 1st. For all employees whose leave shall terminate at times other than the beginning of a school year, such letter of availability must reach the Personnel office no later than sixty(60) days preceding the termination date of the leave.

3.10.7 Return from Leave (cont'd)

Failure to comply with this provision shall be interpreted as a resignation of employment.

The BOARD will send the teacher a certified letter reminding the teacher of notification requirement, such letter to be sent to the teacher at least thirty (30) days prior to the notification period.

- B. The teacher's preference of assignment upon return will be given first consideration by the BOARD in making assignments to fill the vacant positions, if the teacher meets the qualifications as set in 3.6.3.
- C. A return from leave does not automatically entitle a teacher to a stipend position held prior to the leave.

3.11 Fringe Benefits

3.11.1 Insurance Protection Packages

- A. The BOARD shall provide all insurance benefits listed in Section A for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B below, and those being pro-rated. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.

Benefits listed in Section A shall be provided as follows:

- Teachers who teach 50% or more for the year: Plan A, with B option for the full year.
 - Teachers who teach 50% or more for a semester: Plan A, with B option for the semester.
 - Teachers assigned in September to 50% or more for the year, but later reduced: Plan A with B option.
 - Teachers teaching less than 50% will have insurance benefits pro-rated according to the amount of time they teach.
1. MESSA Super Med 1/MC (Supercare 1) Health Insurance: When appropriate, MESSA Super Med I/MC (Supercare I) or MESSA Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
 - 2a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits or,
 - 2b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
 3. MESSA, Term Life Insurance in the amount of forty thousand dollars (\$40,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

3.11.1 Insurance Protection Packages (cont'd)

4. MESSA/VSP II Insurance, including internal and external coordination of benefits.
- B. Teachers not electing insurance benefits as described in Section A above shall be provided by the BOARD with the following insurance benefits, for a full twelve-month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.
- 1a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or
 - 1b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.
 2. MESSA Term Life Insurance in the amount of sixty-thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
 3. MESSA Dependent Term Life Insurance in the amount of ten-thousand dollars (\$10,000) for each teacher's spouse and five-thousand dollars (\$5,000) for each dependent child as defined by MESSA.
 4. MESSA/VSP III insurance, including internal and external coordination of benefits.

3.11.2 Long Term Disability

The BOARD shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of salary to a monthly maximum of twenty-five hundred dollars (\$2,500) and shall begin after expiration of ninety (90) calendar days. Benefits shall continue at no cost to the teacher in the event of total disability.

3.11.2 Long Term Disability (cont'd)

The BOARD will continue insurance benefits for up to eighteen (18) months of disability, such eighteen months to include sick bank and long-term disability in concert; provided, however, that in the event the teacher has been on long term disability during the preceding eighteen months, the teacher must return and work at least ninety (90) working days to requalify for health insurance benefits in concert with long-term disability.

3.11.3 Period of Payment of Premiums

The BOARD shall make payments of insurance premiums to assure continuous coverage for teachers continuing in employment. A teacher beginning employment in the district at the start of the school year will be covered on the appropriate insurance, as registered for, by the beginning of school.

A teacher beginning employment after the start of the school year who registers for coverage will be covered as of the first of the month after beginning employment. A teacher leaving employment before the end of the school year will have coverage terminated as of the first of the month following departure. A teacher who works the full school year and whose employment terminates at the end of the school year will have coverage terminated as of the following August 31, however, those teachers who resign to retirement shall have their coverage terminated as of the effective date of their retirement.

3.11.4 Enrollment Period

The BOARD shall establish an open enrollment of thirty (30) days, commencing September 1, in each school year of this Agreement. The BOARD, in cooperation with the insurance carrier(s), shall be responsible for providing all necessary enrollment application and claims materials.

3.11.5 Benefit Level Guarantee

A. It is understood that, notwithstanding the rules or regulations of the insurance carrier(s), the BOARD shall guarantee the level and inclusion of all provisions of the insurance benefits as of October 1, 1982.

3.11.5 Benefit Level Guarantee (cont'd)

B. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the BOARD shall meet with the ASSOCIATION for the purposes of renegotiating the affected insurance benefit(s).

3.11.6 Optional Insurance - Dependents

For those teachers who elect insurance protection under Section 3.10.1.A, the BOARD shall provide payroll deduction privileges, without cost to the teacher, for MESSA Dependent Life Insurance, MESSA Sponsored Dependent Insurance, and/or MESSA Group Survivor Income Insurance.

3.11.8 Bidding Carrier

MEA-NEA/Local I will furnish the BOARD with appropriate specifications and experience so that open-market bidding may be exercised in the spring of the year.

3.12 Teacher Professional Assistance

3.12.1 Preface

The parties recognize the importance and value of providing avenues to assist progress and growth for teachers and assistance to individuals who may desire it.

3.12.2 Mentor and Probationary Teacher

- A. A mentor teacher shall be assigned to every new probationary teacher as defined by the requirements of Section 1526 of the School Code, MCLA 380.1526.

It shall be the function of the mentor teacher to offer assistance, resources and information to the probationary teacher.

The role of mentor shall be a one year voluntary position. Mentor teacher assignments shall be made by the administration.

The Board shall select mentor teachers based on the following criteria:

- A. Mastery of the subject including current instructional methods.
- B. Ability to effectively communicate instruction (determination made on prior evaluations and direct observation of classroom).
- C. Classroom management techniques.
- D. Ability to stimulate creative and critical thinking.
- E. Position as a role model to other teachers.
- F. Cooperative and willing to try new techniques.
- G. Participated in Warren Woods professional committees and activities.

The Board shall endeavor to appoint mentors by matching new probationary teachers with mentors as follows: with district tenure teachers; with teachers who have retired from the district within the last three (3) years or someone from outside the unit.

Neither the mentor teacher nor the probationary teacher shall be permitted to participate in the evaluation of the other party.

The mentor teacher shall be reimbursed at the rate of twenty-five (\$25.00) per hour for a minimum of eight (8) hours. If additional hours are needed, the additional time must be mutually agreed upon by the administration and the mentor teacher.

3.12.2 Mentor and Probationary Teacher (cont'd)

B. In addition to working regular teacher employment days, new probationary teachers, subject to Section 1526 of the School Code, MCLA 380.1526, shall be required to attend fifteen (15) days of professional development over the three (3) years of their professional development training. The professional development training should be scheduled during the regular school year and as found in Section 3.17, the school calendar.

3.12.3 Professional Growth Activities (P.G.A. Days)

A teacher may request a substitute for one (1) day of released time for consultation, visitation, workshop, or similar activities regarding programs that have applicability to their classroom responsibilities.

The BOARD will allocate funds to provide up to fifty (50) days of released time for staff to engage in professional growth activities.

These professional growth activities may take place in our school district or other districts.

Any teacher may request released time by filling out the appropriate forms which will be made available in every school office. The form should be forwarded to the ASSOCIATION Professional Growth Activities Chairperson who shall recommend approval or denial of the request within the above guidelines and who shall forward the form to the assistant superintendent.

The assistant superintendent shall approve or deny the request and shall deliver a copy to the Personnel Office, to the ASSOCIATION chairperson, and to the teacher requesting the released time. It is understood that the approval or denial by the assistant superintendent shall not be unreasonable.

Forms shall be delivered to the assistant superintendent at least five (5) days prior to the date a substitute is requested so that notification to the Personnel Office shall reach that office by at least 1:30 p.m. prior to the date of requested released time.

These days will not be used for activities related to negotiations, grievances, or similar ASSOCIATION activities, it being the intent that these days will be used for experience related to the individual's area of teaching responsibility. Misuse of these days will result in administrative discipline.

3.13 Grievance
3.13.1 Definition

A claim by a teacher, or the ASSOCIATION that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written teacher personnel policies directly applicable to wages, hours or conditions of employment adopted by the BOARD may be processed as a grievance hereafter provided.

Any dismissal, discharge, discipline, demotion, reduction in rank or compensation for which a remedy is provided under the Tenure Act, or any other grievance for which redress is provided under said Act, shall not be subject to the grievance procedure in this Agreement.

3.13.2 Informal Discussion

Grievances must be discussed informally with the principal or supervisor involved within seven (7) school days of the occurrence of which complaint is made. If the grievance involves more than one school building, it must be filed with the assistant superintendent.

The administrator shall have up to three (3) school days to reply to the grievance (or three (3) BOARD work days if summer recess has commenced), provided that if s/he knows that the solution is beyond the scope of her/his authority, s/he will immediately so declare. If the grievance is not thus resolved, formal grievance procedure may be instituted. The parties may waive a second conference with the principal, supervisor or assistant superintendent after the formal grievance is filed if they deem it advisable.

3.13.3 Step 1

The grievant may invoke the formal grievance procedure on the form set forth in section 3.18 signed by the grievant and a representative of the ASSOCIATION, which form shall be available for the ASSOCIATION representative in each building. A legible copy of the grievance form must be filed within ten (10) school days of the informal discussion.

Within five (5) school days of the receipt of the written grievance, the principal, supervisor or assistant superintendent shall meet with the ASSOCIATION in an effort to resolve the grievance. The principal, supervisor, or assistant superintendent shall indicate a disposition of the grievance in writing within five (5) school days of such meeting, and shall serve a copy upon the grievant and the building representative. In addition, a copy shall be mailed to the Grievance Chairperson at the ASSOCIATION office.

3.13.4 Step 2

If the ASSOCIATION is not satisfied with the disposition of the grievance, the grievance may be transmitted to the Superintendent by filing a written notice thereof with that office within ten (10) school days of receipt of the principal's written disposition.

The Superintendent (or designee) shall meet with the ASSOCIATION in an effort to resolve the grievance and indicate a disposition thereof in writing within ten (10) school days of the described notice, and shall serve a copy of the disposition upon the grievant and the building representative. In addition, a copy shall be mailed to the Grievance Chairperson at the ASSOCIATION office.

3.13.5 Arbitration Step

If the ASSOCIATION is not satisfied with the disposition made by the Superintendent, the grievance, at the option of the ASSOCIATION, may be submitted to arbitration before an impartial arbitrator. The ASSOCIATION shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Superintendent.

Within sixty (60) school days of this filing with the superintendent, the ASSOCIATION shall file the Demand to Arbitrate with the American Arbitration Association. If the parties cannot agree as to the arbitrator within one (1) week of the described ASSOCIATION Demand for Arbitration, any party may request that the American Arbitration Association select an arbitrator in accordance with its rules which likewise govern the arbitration proceeding.

The BOARD and the ASSOCIATION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or BOARD rule, order, policy or regulation. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

3.13.6 Arbitration Cost

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

3.13.7 Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.

For the purpose of processing a grievance during the summer recess, the term "day" as used in the above time limits for the grievance process shall be defined as BOARD work days.

Failure of the ASSOCIATION to proceed with its grievance within the times hereinbefore provided shall result in dismissal of the grievance. Failure of the BOARD or its representatives to take the required action within the times provided shall entitle the ASSOCIATION to proceed to the next step in the grievance procedure.

3.13.8 Individual Complaint

It is recognized by the parties that an individual teacher may present a grievance to his/her principal or supervisor and have the grievance adjusted without the intervention of the ASSOCIATION, if the adjustment is not inconsistent with the terms of this Agreement, and the ASSOCIATION has been given an opportunity to be present at such adjustment.

3.13.9 Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.


3.14

Duration of Agreement


This Agreement shall be effective as of the 25th day of August, 1997, and shall continue in effect until the 31st day of August, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNATURES


FOR THE BOARD




William J. Farina,
President



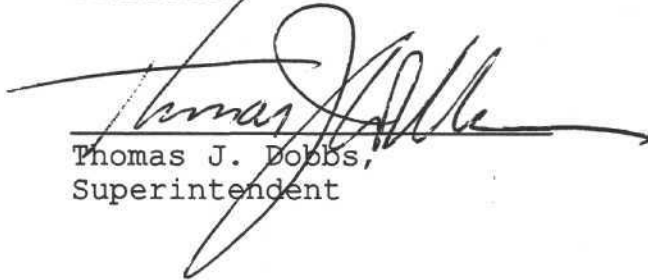
Gerald A. Barkey,
Vice-President



Jefe Green,
Secretary

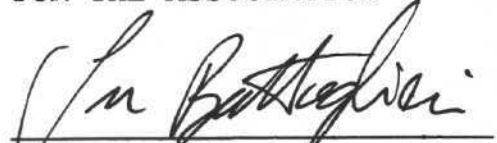


Kay F. Walsh
Treasurer

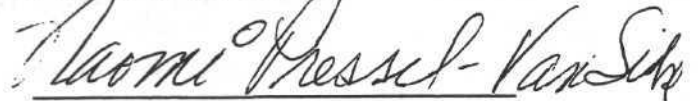


Thomas J. Dobbs,
Superintendent

FOR THE ASSOCIATION



Lu Battaglieri, President
MEA/NEA Local 1



Naomi Pressel Van-Sickle
WWEA President



William Schmidt,
WWEA Chief Spokesperson

3.15

Payroll Deduction Form

ASSIGNMENT OF WAGES FOR DUES OR REPRESENTATION FEE

Name _____

Address _____

City _____ Zip Code _____

Building _____

I hereby authorize the WARREN WOODS Board of Education to deduct dues, representation fees and PAC contributions, for professional associations in accordance with the Michigan Education Plan. This assignment is irrevocable for current school year. The Board shall continue to deduct dues or representation fees for future years unless I revoke this authorization in writing to school business office before September 1, preceding the school year for which deduction is to stop. I have checked the proper boxes to authorize deduction for each professional association.

Deduct \$ _____

as

Dues
or
Representation Fee

Dated _____ Signed _____

WARREN WOODS PUBLIC SCHOOLS
Teacher Salary Schedule - 1997/98

YEARS	BA	BA+20	MA	MA+15	MA+30
0	31,965		34,381	35,662	37,250
1/2	32,721		35,212	36,454	38,002
1	33,477		36,042	37,245	38,754
1/2	34,233		36,865	38,036	39,507
2	34,988	36,184	37,700	38,830	40,255
1/2	35,814	37,022	38,677	39,845	41,160
3	36,641	37,843	39,659	40,857	42,064
1/2	37,546	38,754	40,857	42,064	43,124
4	38,445	39,659	42,064	43,266	44,169
1/2	39,424	40,632	43,347	44,401	45,378
5	40,403	41,609	44,622	45,525	46,580
1/2	41,459	42,739	45,982	47,033	47,934
6	42,513	43,871	47,338	48,538	49,286
1/2	43,640	45,149	48,764	49,976	50,799
7	44,777	46,426	50,191	51,401	52,305
1/2	45,978	47,858	51,697	52,903	53,958
8	47,182	49,286	53,204	54,408	55,617
1/2	48,682	50,799	54,790	55,993	57,419
9	50,191	52,305	56,365	57,567	59,225
1/2			58,024	59,229	61,181
10			59,685	60,885	63,143

WARREN WOODS PUBLIC SCHOOLS
Teacher Salary Schedule - 1998/99

YEARS	BA	BA+20	MA	MA+15	MA+30
0	32,764		35,241	36,553	38,181
1/2	33,539		36,092	37,365	38,952
1	34,314		36,943	38,176	39,723
1/2	35,089		37,786	38,987	40,494
2	35,863		38,643	39,801	41,262
1/2	36,709		39,643	40,841	42,189
3	37,557	38,789	40,651	41,878	43,116
1/2	38,484	39,723	41,878	43,116	44,202
4	39,406	40,651	43,116	44,348	45,274
1/2	40,410	41,648	44,430	45,511	46,512
5	41,413	42,649	45,737	46,663	47,744
1/2	42,495	43,807	47,132	48,209	49,132
6	43,576	44,968	48,521	49,751	50,518
1/2	44,731	46,278	49,983	51,225	52,069
7	45,897	47,587	51,446	52,686	53,613
1/2	47,128	49,054	52,989	54,225	55,307
8	48,362	50,518	54,534	55,768	57,007
1/2	49,899	52,069	56,160	57,393	58,855
9	51,446	53,613	57,774	59,006	60,706
1/2			59,475	60,710	62,710
10			61,178	62,407	64,722

WARREN WOODS PUBLIC SCHOOLS
Teacher Salary Schedule - 1999/00

YEARS	BA	BA+20	MA	MA+15	MA+30
0	33,583		36,122	37,467	39,136
1/2	34,378		36,994	38,299	39,926
1	35,172		37,866	39,130	40,716
1/2	35,966		38,731	39,961	41,507
2	36,759		39,609	40,796	42,293
1/2	37,627		40,634	41,862	43,244
3	38,496		41,667	42,925	44,194
1/2	39,446		42,925	44,194	45,307
4	40,391	41,667	44,194	45,457	46,406
1/2	41,420	42,689	45,541	46,649	47,675
5	42,448	43,715	46,881	47,830	48,938
1/2	43,557	44,902	48,310	49,414	50,361
6	44,665	46,092	49,734	50,995	51,781
1/2	45,849	47,435	51,233	52,506	53,370
7	47,044	48,777	52,732	54,003	54,953
1/2	48,306	50,281	54,314	55,581	56,689
8	49,571	51,781	55,897	57,162	58,433
1/2	51,146	53,370	57,564	58,827	60,326
9	52,732	54,953	59,218	60,481	62,223
1/2			60,961	62,228	64,278
10			62,707	63,968	66,340

3.16.1 1997-2000 Salary Schedule

At the start of the 1997-98 school year, the 1996-1997 yearly salary schedule shall be increased by three (3) percent. At the start of the 1998-1999 school year, the 1997-1998 salary schedule shall be increased by two and one-half (2.5) percent. At the start of the 1999-2000 school year, the 1998-1999 salary schedule shall be increased by two and one-half (2.5) percent.

Stipend Schedule 3.17.1a will be based upon the 1996-1997 BA salary schedule.

Stipend schedule 3.17.1b shall be based upon the 1996-1997 salary schedule for 1997-1998, the 1997-1998 schedule for 1998-1999, and the 1998-1999 schedule for 1999-2000.

It is the intent of the parties to remove the BA 20 lane of the salary schedule commencing with the second semester of the 1994-95 school year. Those unit members hired before the second semester of the 1994-95 school year shall be allowed on the BA 20 lane of the salary schedule until they move to the next lane or resign from the district.

3.16.2 COLA Deferred Salary Increase

Each year, each teacher shall receive a cost-of-living adjustment (COLA) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all urban consumers for the Detroit Metropolitan area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision.

The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase - rounded to the nearest one-tenth of one percent - of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule.

This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the COLA is to be paid; the remainder shall then be divided by the CPI of April of the previous year.

The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the COLA is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck.

3.16.2 COLA Deferred Salary Increase (cont'd)

For the 1997-2000 school year, the COLA payment shall be capped at 0%.

If the Government changes the make-up, timing, or base year of the index herein listed, representatives of the BOARD and Local 1 shall meet for the purpose of negotiating a new COLA criteria.

3.16.3 COLA Impact

The COLA adjustment shall be applied to all salary lanes, long-term disability payments (in the year in which the payments commence) and all payments made pursuant to Schedules 3.17.1a, 3.17.1b and 3.17.2.

3.16.4 Proration

In the event a teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be prorated based upon a ratio of the number of work days such teacher worked to 185 work days multiplied by the cost-of-living adjustment.

3.16.5 Accumulated Leave Day Reimbursement

Any teacher who resigns or retires shall receive the sum of \$26.50 for his/her accumulated leave days (3.9.1) prior to 1997-1998 and the sum of \$30.00 for days accumulated after 1996-1997. This sum shall also be paid to the beneficiary of any teacher who dies while an employee of Warren Woods Public Schools.

3.17.1a Addit. Stipend for Posted Extra-Duty Assignments

Position	%
High School Athletics	
Athletic Director	15
Head Football Coach	14
Ass't. Football Coach	9
Head Basketball Coach (Boys)	14
Head Basketball Coach (Girls)	14
Ass't. Basketball Coach (Boys)	9
Ass't. Basketball Coach (Girls)	9
Head Baseball Coach	10 - 12*
Ass't. Baseball Coach	8
Head Track Coach (Boys)	11 - 13*
Head Track Coach (Girls)	11 - 13*
Ass't. Track Coach (Boys)	8
Ass't. Track Coach (Girls)	8
Tennis (Boys)	8
Tennis (Girls)	8
Cross Country	9 - 11*
Ass't. Cross Country	8
Wrestling	11 - 13*
Ass't. Wrestling Coach	8
Swimming Coach (Boys)	10 - 12*
Swimming Coach (Girls)	10 - 12*
Ass't. Swimming Coach (Boys)	8
Ass't. Swimming Coach (Girls)	8
Head Cheerleading Coach	7
Ass't. Cheerleading Coach	6
Softball Coach (Girls)	10 - 12*
Volleyball Coach (Girls)	11 - 13
Ass't. Volleyball Coach	8
Head Soccer Coach (Boys)	9
Head Soccer Coach (Girls)	9
Ass't. Soccer Coach (Boys)	7
Ass't. Soccer Coach (Girls)	7
Dance Team	7

3.17.1a Addit. Stipend for Posted Extra-Duty Assignments

Middle School Athletics	%
Head Football Coach	8
Ass't. Football Coach	6
Grade Basketball Coach	6
Baseball Coach	6
Boys' Track Coach	6 - 8*
Girls' Track Coach	6 - 8*
Cheerleading Coach	5
Girls' Basketball Coach	8
Girls' Volleyball Coach-7th	6
Girls' Volleyball Coach-8th	6

GRANDFATHER

Anyone coaching a sport in 1985-86, that pays a greater amount than in 1986-87, will receive the 1985-86 rate as long as they continue to coach that particular sport.

RATIONALE:

*To get the higher percentage:

The Head Baseball Coach must not have an assistant and carry a minimum of 20 players, and these 20 players must be used in competition.

The Head Track Coach must have a minimum of 30 competitors.

The Cross-Country Coach must not have an assistant and have both boys and girls in competition.

The Head Wrestling Coach must not have an assistant and carry a minimum of 26 wrestlers who are used in competition.

The Head Swimming Coach must not have an assistant and must carry a minimum of 30 competitors for both swimming and diving.

The Head Softball Coach must not have an assistant and carry a minimum of 20 players, and these players must be used in competition.

The Head Volleyball Coach must not have an assistant and carry a minimum of 20 players who are used in competition.

The Middle School Track Coach must have both boys and girls in competition.

3.17.1b Addit. Stipend for Posted Extra-Duty Assignments

<u>Position</u>	<u>%</u>
<u>Co-Curricular Activities</u>	
Yearbook Advisor	5
High School Paper Advisor	5
High School Student Council Advisor	4 ea. if 2 or 6 if 1
Sr. Class Advisor	4
Jr. Class Advisor	4
Soph. Class Advisor	2
Fresh. Class Advisor	2
High School Drama Coach	3 per play
High School Debate and Forensics Coach	6
High School Auditorium Advisor	6
Secondary School Club Sponsor	2
High School Pep	4
National Honor Society	2
Interact	2
Quiz Bowl	2
Social Studies Olympiad	2
S.A.A.D.	2
Middle School Student Council Advisor	3
Middle School Drama Coach	3
Middle School Pep	2
Young Astronauts	4
Elementary Student Council Advisor	2per bldg
Safety Patrol Advisor	2per bldg
Middle School Camp Director	3
Science Olympiad	2
High School Band	10
High School Chorus	4
	3 Concerts, No Musical
Middle School Band	5
Middle School Chorus	2
Elementary Chorus	2per bldg
Camp Advisors	2
Musical	10

3.17.2 Extra Assignments

Adult Education	\$21.00 - 1997-1998
	\$21.50 - 1998-1999
	\$22.00 - 1999-2000
Driver Education Director	\$20.00 per hour in 1997-98
	\$20.50 per hour in 1998-99
	\$21.00 per hour in 1999-20
Driver Education	\$17.00 per hour in 1997-98
	\$17.50 per hour in 1998-99
	\$18.00 per hour in 1999-20

3.17.2 Extra Assignments (cont'd)

Summer School	\$17.00 per hour in 1997-98 \$17.50 per hour in 1998-99 \$18.00 per hour in 1999-20
Curriculum Rate & Staff Development	\$21.00 - 1997-1998 \$21.50 - 1998-1999 \$22.00 - 1999-2000
Substance Abuse Coordinator	\$1500.00
Student Facilitator	\$1000.00
Elem. Science Facilitator	\$ 700.00
Elem. Math Facilitator	\$ 700.00
H.S. Spec. Ed. Coordinator	\$1000.00
Materials Liaison for Mich. Model K-6, Elem.Bldgs	\$ 200.00
Grade Level Chairperson	\$ 300.00
Homebound	\$ 22.00/hourly rate
M.S. Computer Support	\$ 800.00
Detention Aides - Pinewood	\$ 250.00
Health Materials Liaison-Dist.	\$ 400.00

3.17.3 Department Head

1. High School

A. Definition of Department

1. For an area presently having a department head to continue to be considered as a department, there must be a minimum of two full time equivalent (F.T.E.) members.

B. Method of Compensation

1. The first two members of each department would be worth a total of \$2,000.
2. Each additional F.T.E. member of that department shall be worth \$500. Part-time members will be worth \$100 per section taught.

3.17.3 Department Head (cont'd)

C. Additional Stipends

1. Add a Personal Services Department Head.
2. Add a Special Education Facilitator for a \$1,000 stipend.
3. Review in the near future the feasibility of adding a district-wide (K-12) Coordinator in areas deemed necessary (music, art, foreign language) for a stipend of \$300 - \$1,000 - position would require 3 yearly meetings. A job description and review of areas of responsibility must occur before this position is added.

II. Middle School - Area Chairperson

A. Areas Requiring an Area Chairperson

1. Math - Science
2. English - Social Studies
3. Unified Arts

Expand Unified Arts to include Arts & Crafts (.5), Home Arts (.5), Industrial Arts (.66), Vocal Music (.33) and Instrumental Music (.66). It would have 2.65 F.T.E. members and would qualify for an area chairperson.

4. Physical Education - Area Chairperson would be eliminated since it only has one F.T.E. member

B. Method of Compensation

1. The first two members of each department would be worth a total of \$1,500.
2. Each additional F.T.E. member of that department shall be worth \$200.

C. Compensation for Additional Stipends

1. Each General Studies Team leader at grades 6, 7, and 8 would continue to receive a \$1,000 stipend.
2. Physical Education Department Head stipend would be retitled to M.S. Athletic Director at the same 8% stipend

3.17.3 Department Head (cont'd)

III ELEMENTARY

A. Current Contractual Positions:

1. Science Facilitator (each building) - flat rate \$700

B. Proposed Additional Positions:

1. Math Facilitator (each building) \$700 (equal to science).
2. Health Materials Liaison (each building) - \$200 stipend (\$400 is currently being received from MISD for district liaison position which is not filled).
3. Grade Level Meeting Chairpersons (K-5) - six (6) positions - \$300 stipend - cost $6 \times \$300 = \1800 .

School Calendar

1997-1998 School Year

Wed.	Aug.	20	New Teacher Orientation
Thurs.	Aug.	21	New Teacher Orientation
Fri.	Aug.	22	New Teacher Orientation
Mon.	Aug.	25	Orientation/Staff Meetings
Tues.	Aug.	26	Classes Begin(all grades)
Thurs.	Aug.	28	Schools close at end of day
Tues.	Sept.	2	Schools Reopen
Wed.	Nov.	26	Schools close at end of morning session PM - PTC Compensatory time for all teachers
Thur.	Nov.	27	Thanksgiving Recess (Schools Closed)
Mon.	Dec.	1	Schools Reopen
Fri.	Dec.	19	Christmas Recess (Schools close at end of day)
Mon.	Jan.	5	Schools Reopen
Fri.	Jan.	16	End of Semester/Records Day (No School for Students)
Mon.	Jan.	19	Second Semester Begins
Fri.	Feb.	13	Winter Break (Schools close at end of day)
Mon.	Feb.	23	Schools Reopen
Thur.	April	9	Schools close at end of morning session PM - PTC Compensatory time for all teachers
Fri.	April	10	Spring Recess (Schools Closed)
Mon.	Apr.	20	Schools Reopen
Mon.	May	25	Memorial Recess (Schools Closed)
Fri.	June	12	Last Day for Students
Mon.	June	15	Records Day/End of School Year

3.18 School Calendar

1998-1999 School Year

Wed.	Aug. 19	New Teacher Orientation
Thur.	Aug. 20	New Teacher Orientation
Fri.	Aug. 21	New Teacher Orientation
Tues.	Aug. 25	Orientation/Staff Meetings
Wed.	Aug. 26	Classes Begin (All Grades)
Thur.	Sept. 3	School closes at end of day
Tue.	Sept. 8	School reopens
Wed.	Nov. 25	Schools close at end of morning session. P.M.-PTC Compensatory Time for all teachers
Thur.	Nov. 26	Thanksgiving Recess (Schools Closed)
Mon.	Nov. 30	Schools reopen
Fri.	Dec. 18	Christmas Recess (Schools close at end of day)
Mon.	Jan. 4	Schools Reopen
Fri.	Jan. 22	End of Semester/Records Day (No School for students)
Mon.	Jan. 25	Second Semester Begins
Fri.	Feb. 12	Winter Break (School closes at end of day)
Mon.	Feb. 22	School Reopens
Thurs.	Apr. 1	Schools close at end of morning session. P.M.-PTC Compensatory Time for all teachers
Fri.	Apr. 2	Spring Recess (Schools Closed)
Mon.	Apr. 12	Schools Reopen
Mon.	May 31	Memorial Recess (Schools Closed)
Wed.	June 16	Last day for students
Thur.	June 17	Records Day/End of School Year

3.18 School Calendar

1999-2000 School year

Wed.	Aug.	18	New Teacher Orientation
Thur.	Aug.	19	New Teacher Orientation
Fri.	Aug.	20	New Teacher Orientation
Tues.	Aug.	24	Orientation/Staff Meetings
Wed.	Aug.	25	Classes Begin (All Grades)
Thur.	Sept.	2	School closes at end of day
Tue.	Sept.	7	School reopens
Wed.	Nov.	24	Schools close at end of morning session P.M.-PTC Compensatory Time for all teachers
Thur.	Nov.	25	Thanksgiving Recess (Schools Closed)
Mon.	Nov.	29	Schools Reopen
Fri.	Dec.	17	Christmas Recess (Schools close at end of day)
Mon.	Jan.	4	Schools Reopen
Fri.	Jan.	21	End of Semester/Records Day (No School for Students)
Mon.	Jan.	24	Second Semester Begins
Fri.	Feb.	18	Winter Break (School closes at end of day)
Mon.	Feb.	28	School Reopens
Thur.	Apr.	20	Schools close at end of morning session. P.M.-PTC Compensatory Time for all teachers
Fri.	Apr.	21	Spring Recess (Schools Closed)
Mon.	May	1	Schools Reopen
Mon.	May	29	Memorial Recess (Schools Closed)
Wed.	June	14	Last day for students
Thur.	June	15	Records Day/End of School Year

3.19.1

GRIEVANCE REPORT FORM

Grievance No. _____

Date of Violation _____

Date of Grievance _____

Date of Informal Discussion _____

Administrator _____

Step 1:

Step 1: Prin. or Supervisor _____ Name _____

Step 2: Superintendent _____

Grievance: (Indicate specific provision of Master Agreement, BOARD rule or order alleged to be violated, and the manner in which it was violated.)

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED _____

Association approved for processing

Signature of Grievant
(Use other side for additional signatures if needed)

Dated _____

Date Received _____

Signed _____

Original-Assoc.Copy

Yellow-Adminis.Copy

Pink-Grievant

3.19.2

GRIEVANCE DISPOSITION FORM

Grievance No. _____

Grievant _____

Date Received _____

Step:

_____ Principal or Supervisor

_____ Superintendent

Disposition of Grievance:

Date _____

_____ Signature of Administrator

_____ Title

Original-Assoc. Copy

Yellow-Admin. Copy

Pink-Grievant Copy

**WARREN WOODS PUBLIC SCHOOLS
COMPENSATORY TIME RECORD
(See 3.4.6 - Compensatory Time)**

Bargaining unit member, _____ has earned compensatory time equal to _____ hours by performing the following duties in addition to contractual responsibilities:

DATE	DUTY	<u>EARNED</u>	
		DAYS	HOURS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL EARNED		_____	_____

S/he shall be released from regular work hours for an equal amount of time on mutually agreeable dates, including the days before/after holiday recesses. Any compensatory time accumulated should be used with the semester of accumulation. However, the time may be extended for two additional semesters.

DATE	COMPENSATION TIME	<u>USED</u>	
		DAYS	HOURS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL USED		_____	_____
BALANCE (Earned - Used)		_____	_____

Approved by: _____ Date _____
 Supervisor
 _____ Date _____

Note: Any disagreement between the Supervisor and the Bargaining Unit Member shall be resolved by the Superintendent.

- White-Personnel
- Yellow-Supervisor
- Pink-Bargaining Unit Member

Memorandum of Understanding I

3.1.2 Recognition

The ASSOCIATION agrees that pre-school teachers are not members of its collective bargaining unit, and that the ASSOCIATION will not interfere with the pre-school program so long as the self-funding program continues. Pre-school teachers hired under other funding arrangements shall be members of the bargaining unit.

Memorandum of Understanding II

3.12.5 Arbitration Step

The parties intent behind the sentence in 3.12.5 of the parties' agreement which reads: "The BOARD and the ASSOCIATION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party," is as expressed by Arbitrator Charles M. Rehmus in his opinion in Grievance 149-74, AAA No. 54 39 0171 76, in which he stated:

"Finally, the ASSOCIATION objects to the BOARD'S letter to the American Arbitration Association and to the Union, mailed a day or two before the hearing in which it reserved the right to introduce substantial but unidentified materials which could in some way be relevant to the grievance at hand (Bd. Ex. 1). The parties have also received a prior arbitration award dealing with this issue. In that case, Arbitrator St. Antoine told the parties that while a new theory of the case could not be advanced for the first time at arbitration, general rules of pre-hearing disclosure as used in law, or a "dress rehearsal" of the entire hearing, were not required. I fully agree with this statement. No new theory or material was advanced during my hearing. Had it been, I would have ruled that the party alleging surprise would simply be entitled to a recess in order to respond to the new material, or the theory. In an extreme case, a grievance can be returned to an earlier step of the grievance procedure for further discussion. I believe this to be appropriate arbitration practice and all that is required by the parties' Agreement."

Memorandum of Understanding III

3.9.4 Leave of Absence

It is mutually agreed by the BOARD and the ASSOCIATION that the newly amended language under Section 3.9.4 Leave of absence, which grants seniority accumulation while on leave, shall be in full force and effect from September 1, 1982.

Memorandum of Understanding IV

Concerning the Position of

Curriculum Resource Administrative Coordinator

The Warren Woods Board of Education recognizes that the position of Curriculum Resource Coordinator is a bargaining unit position. The Board further recognizes that the first eleven job responsibilities listed in the May 29, 1986 posting for Curriculum Resource Administrative Coordinator are teacher bargaining unit responsibilities.

MEA/NEA Local I and the Warren Woods Board of Education agree that as long as the position of Curriculum Resource Administrative Coordinator is completely federally funded, the position shall remain outside the bargaining unit. However, this agreement shall not preclude bargaining unit members from performing any of the first eleven duties contained in the Curriculum Resource Administrative Coordinator job description of May 29, 1986.

MEA/NEA Local I and the Warren Woods Board of Education do further agree that the Board will limit its selection of candidates for the Curriculum Resource Administrative Coordinator position to qualified bargaining unit members.

This Memorandum of Understanding is for the duration of this contract.

President (Date)
Warren Woods Educ. Assoc.

Superintendent (Date)
Warren Woods Public Schools

President (Date)
MEA/NEA Local

Memorandum of Understanding VII
on Job Share Agreement

LETTER OF AGREEMENT

between

MEA-NEA LOCAL 1, WARREN WOODS

and

WARREN WOODS PUBLIC SCHOOLS

All members interested in a job share will submit a written request on their Preference of Assignment sheet prior to slotting. Members who are on layoff and on the seniority list must let the administration know by May 15th, if they are interested in a job share. It is understood that if a full time position should open by the first day of the school year for which they are eligible for, they would be released from the job share commitment to take the position. At this time the job share would then go to the next eligible laid off member who choose this as a preference of assignment. A job may be shared by semesters or by days.

BOARD OF EDUCATION

/s/ R. N. Moore

Assistant Superintendent

2-6-92

Date

MEA-NEA LOCAL 1:

/s/ Lu Battaglieri

Local 1 President

2-5-92

Date

/s/Naomi B.Pressel-Van Sickle

Vice President

2-5-92

Date

Memorandum of Understanding IX

on Student Advocate

The role of the Student Advocate is described in the SM-TEC Career Development Special Populations Narrative (1992-93) as well as the Career Technical Education Carl Perkins Region Plan (1992-93). See attached pages. As part of her duties, Ms. Romaya will be involved with the responsibility of developing the EDP-Portfolio system at Warren Woods Tower High School. Institutionalizing the position of Student Advocate as a counseling-paid position is in keeping the position consistent with the other three districts in the Southwest Macomb Technical Education Consortium. As Student Advocate, Ms. Romaya will be working the extended year the same as a counselor and be paid accordingly effective August 31, 1992.

/s/ Ronald N. Moore

10-14-92

Assistant Superintendent

Date

/s/ Naomi Pressel-Van Sickle

10-12-92

President, WWEA

Date

/s/ Mary C. Romaya

10-14-92

Student Advocate

Memorandum of Understanding X

on

One Year Leave of Absence From a Stipend Coaching Position

It is agreed that a bargaining unit member who has coached a specific sport for at least five (5) years may request a leave of absence from that coaching position. This leave will be for one year (one season) and must be requested in writing sixty (60) days prior to the start of the season.

This leave is subject to Board approval and is conditional upon the ability to find a qualified replacement, as determined by the Athletic Director, for the position. If no acceptable replacement is found, the request for a leave of absence will be denied.

Upon being granted the leave, the individual must notify the district in writing at least sixty (60) days prior to the start of the following season as to his/her desire to return to coach that sport. Failure to notify the district within this time period will be interpreted as a resignation from that coaching position.

It is further understood that any individual filling a coaching position during the one-year leave of absence, will only be offered the position on a temporary one-year basis.

Memorandum of Understanding XI

on

Student Teacher Guidelines

1. Initial selection of the cooperating teacher shall be done by administration based upon the criteria listed below. This selection will be presented to the affected building's School Improvement Team for its approval.
2. Criteria for Cooperating Teacher:
 - A. Mastery of subject matter.
 - B. Ability to effectively communicate instruction.
 - C. Classroom management techniques.
 - D. Ability to stimulate creative and critical thinking.
 - E. Role model to other teachers.
 - F. Cooperative and innovative.
 - G. Tenured
 - H. Certified and teaching in the subject area and grade level for which the student teacher is seeking certification.
 - I. The cooperating teacher must be willing to accept student teachers.
3. Responsibilities of the Cooperating Teacher:
 - Assist in the interviewing and final determination as to whether to accept the student teacher.
 - Provide for a meaningful student teacher experience by adhering to the timelines and responsibilities as developed by representative universities such as MSU, WSU, etc.
 - Evaluate the student teacher using the university designed evaluation tool. Assist the student to identify areas of strengths and weaknesses. In areas of weakness, help the student to develop a specific plan of improvement.
 - Turn in a formal evaluation of the student teaching experience, to be used as part of our evaluation of these guidelines.
4. Selection of the Student Teacher:
 - Administration will attempt to limit and balance the number of student teacher contracts in a particular school or area. There will be no specific limit to the number of contacts. Each School Improvement team will determine the number of student teachers in the building in a given year. The intent will be to provide for a

Student Teacher Guidelines (cont'd)

meaningful learning experience for all parties while not interfering with the smooth operation of a particular building.

- Administration and selected staff, as needed, will be involved in the initial approval of the credentials of a prospective student teacher. The candidate will then have an in-person interview with building administration, department chairperson, cooperating teacher and other staff as deemed appropriate in making a final decision to accept the candidate.
- The Michigan State University policies regarding student teachers will be used as guidelines for student placement, evaluation and other related matters. Candidates for student teachers will only be considered from universities that meet the criteria for a cooperating teacher and student teacher as determined by this committee.

5. Responsibilities of the Student Teacher:

- The student teacher will be expected to follow all specific timelines and guidelines as stated by the representative universities in terms of teaching responsibilities, professional development and areas of evaluation and growth.
- The individual will be encouraged to use their student teaching experience to broaden their knowledge in areas outside the classroom such as, school improvement, district committees, student activities, community affairs and other educational discipline.

6. Evaluation Process:

- An evaluation form will be developed and will be completed by each cooperating teacher upon the conclusion of their student teaching experience.
- This committee will meet one year after the student teacher program is reinstated, to review the evaluation and guidelines and suggest any appropriate changes.

Memorandum of Understanding XII
on
Intervention Room

Letter of Agreement
between
MEA-NEA Local 1, Warren Woods
and
Warren Woods Public Schools

The Association and the Board of Education agree to resolve grievance number _____ through this letter.

The Association agreed to allow the person functioning in this position to continue to do so through the end of the 1994-95 school year because of the lateness of the year and the problems it might cause with teachers and students to do otherwise.

However, in order to drop this grievance without prejudice, the Association needs agreement to take place now whether or not this program becomes activated again for the 1995-96 school year. If it is reinstated then the following shall take place:

1. The person in charge of the middle school Intervention Program shall be known as the "Intervention Room Coordinator".
2. The Intervention Room is for the "severe at risk" middle school student who has displayed, over a period of time, the inability to function appropriately and thus benefit from instruction in the regular classroom. A student may be placed in the Intervention Room Program following in-school and/or out of school suspension, and/or following the recommendation of a formal staffing committee,
3. The Board may continue to pay the coordinator through the Adult Education program as it did during the 1994-95 school year if the items listed below are met:
 - The Intervention Room Coordinator shall contact each classroom teacher of each student in the intervention room for the purpose of coordinating the instructional needs of these students. However, the instruction and planning of those lesson shall be the responsibility of the coordinator. Grading of work done in the intervention room shall be the responsibility of the coordinator. At the end of the students stay within the intervention room, the coordinator shall give to the classroom teacher a portfolio of the student's work and an overall grade the student achieved while in the intervention program.

Memorandum XII (cont'd)

- The Intervention Room Coordinator shall have no more than five (5) students per day scheduled into the room. It is understood that the student load may vary from one(1) to five (5) on any given day.
- A student scheduled for this support program shall remain in the intervention program for a minimum of five (5) weeks. At the end of that time period, a staffing will be held to determine whether the student will remain in the program or return to their regular classroom.
- The Intervention Room Coordinator shall share with the TC the names and numbers of students they have dealt with every two (2) weeks.

If at any time the Coordinator functions in any other way and specifically as a classroom teacher to these students, then that person shall become a bargaining unit member with all the rights and privileges contained within the Master Agreement.

This program shall be evaluated by the Association and the Board of Education at a meeting to be held in May 1996.

For the Association

For the Administration

Date

Date

Naomi Pressel
2261 Kristin Drive
Troy, Michigan 48084

Sally Johnson
2867 Tyler
Berkley, Michigan 48072

APPENDIX I
PROBATIONARY TEACHER
INDIVIDUAL DEVELOPMENT PLAN

TEACHER: _____

BUILDING: _____

POSITION: _____

PROBATIONARY YEAR: _____

ADMINISTRATOR: _____

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Is able to respond satisfactorily to questions posed by students, either by providing the information on a source for the information.
- Provides consistently relevant subject content.
- Uses varied resources appropriately, **including available technology.**
- Uses a variety of teaching and learning techniques.
- Bases student evaluation on district curricular goals and/or IEP.

MANAGEMENT

- Devotes most classroom time to teaching and learning activities per curricular guidelines.
- Lesson plans reflect implementation of the established curriculum.
- **Demonstrates ability to effectively manage a classroom on a day to day basis.**

- Keeps accurate records.
- Reviews and returns assignments promptly.
- Organizes classroom routine in an efficient manner.
- Keeps classroom and equipment in good condition.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in a fair and consistent manner.
- Meets with students on caseload per IEP guidelines.

RELATIONSHIPS

- Observes district policies, rules, regulations, and agreements.
- Seeks resolution of problems through appropriate channels.
- Cooperates with other personnel within the building and district.

ADMINISTRATIVE SUPPORT

- Be available to discuss expectations with the teacher.
- Provide district grading expectations.
- Provide building discipline plan.
- Provide insights as to what the student success rate should be in an academic class.
- Provide examples, as needed, for each item on the plan.
- Be available to talk through concerns.
- Provide assistance as required by the teacher.

APPENDIX II

SAMPLE ELEMENTARY SCHEDULE

	1996-1997	1997-1998	1998-1999	1999-2000
Tchr Start	8:35	8:25	8:25	8:25
Std Start	8:50	8:35	8:35	8:35
Tchr. Lunch Start (Includes 5" Passing Time)	11:40	11:35	11:35	11:37
Lunch End	12:30	12:30	12:30	12:13
Std End	3:20	3:20	3:20	3:20
Tchr End	3:30	3:30	3:30	3:30
PR Before	15	10	10	10
PR After	10	10	10	10
Lunch	50	50	50	36
Ttl. PR/b-a	25	20	20	20
Student Instrctional Time	5'45" (340")	6" (360")	6' (360")	6'14" (374")
Tchr/Std Cnt.	5'10"	5'25"	5'25"	5'34"
Tchr. Day (Including Lunch)	6'55"	7'05"	7'05"	7'05"
Tchr. Prep/Total Per Wk	150" (Art-50 Music-50 P.E.-50)	180" (Art-50 Music-50 P.E.-50 Library-30)	180" (Art-50 Music-50 P.E.-50 Library-30)	200" (Art-55 Music-55 P.E.-55 Library-35)
Tchr. Prep/Avg Per Day	30"	36	36	40
Full Days	168	168	169	170
Half Days	13	13	13	13
Total Hours	1003.375	1047	1053	1100

APPENDIX II

SAMPLE SENIOR HIGH SCHEDULE

	1996-1997	1997-1998	1998-1999	1999-2000
Tchr Start	7:15	7:15	7:15	7:15
Std Start	7:30	7:30	7:30	7:30
Std End	2:15	2:15	2:15	2:20
Tchr End	2:30	2:30	2:30	2:30
PR Before	15"	15"	15"	15"
PR After	15"	15"	15"	10"
Lunch	30"	30"	30"	30"
Passing Time	25"	25"	25"	25"
6 Class Periods 1@ 65" 1@ 60" 4@ 55"	345"	345"	345"	350" 1@ 65" 2@ 60" 3@ 55"
Student Day (Excluding Lunch)	370" (6.17 Hrs.) (6' 10")	370"	370"	375" (6.25 Hrs.) (6' 15")
Tchr Day (Including Lunch)	7'15"	7'15"	7'15"	7'15"
Tchr Prep/Total Per Wk	275" (Minimum)	275" (Minimum)	275" (Minimum)	275" (Minimum)
Full Days	164	164	165	170
Half Days 6@ 3.58'/215" 11@ 3.08'/185"	17	17	17	13 6@ 3.58'/215" 7@ 3.08'/185"
Total Hours	1066	1066	1072	1105.58

APPENDIX II

SAMPLE MIDDLE SCHOOL SCHEDULE

	1996-1997	1997-1998	1998-1999	1999-2000
Tchr Start	7:50	7:50	7:50	8:05/7:30
Team Planning Ends	8:25	8:25	8:25	8:10
Std. Start	8:35	8:35	8:35	8:20
Std End	2:50	3:00	3:00	3:00
Tchr End	3:00	3:05	3:05	3:05
Team Planning	35"	35"	35"	100" Per Wk.
PR Before	10"	10"	10"	15"
PR After	5"	5"	5"	5"
Lunch	25"	25"	25"	25"
Passing Time	30"	30"	30"	30"
7 Class Periods	315" 7@45"	325" 1@49" 6@46"	325"	340 1@52 6@48
Student Day (Excluding Lunch)	5'45" (345")	5'55" (355")	5'55" (355")	6'10" (370")
Tchr Day (Including Lunch)	7'10"	7'15"	7'15"	7'17'35"
Tchr Prep/Total Per Wk	225/Ind 175/Tm	230(245)/Ind 175/Tm	230(245)/Ind 175/Tm	240(260)/Ind 100/Tm
Full Days	172	172	173	174
Half Days @ 3Hrs.	9	9	9	9
Total Hours	1013	1045	1051	1100

LETTER OF UNDERSTANDING

between

MEA/NEA Local 1, Warren Woods

and

Warren Woods Board of Education

For the duration of the 1997-2000 contract between MEA/NEA Local 1, Warren Woods and the Warren Woods Board of Education, the morning kindergarten sections will begin five (5) minutes before the start time for the rest of the elementary classes. In return, kindergarten teachers will receive twenty-five additional minutes of preparation time per week. Said time will be provided by the building librarian. It is understood that this adjustment in time is necessary to comply with the requirements of contact time as mandated by state law.

BOARD OF EDUCATION

R. N. Moore
Ronald Moore, Assistant Superintendent

8 29-97
Date

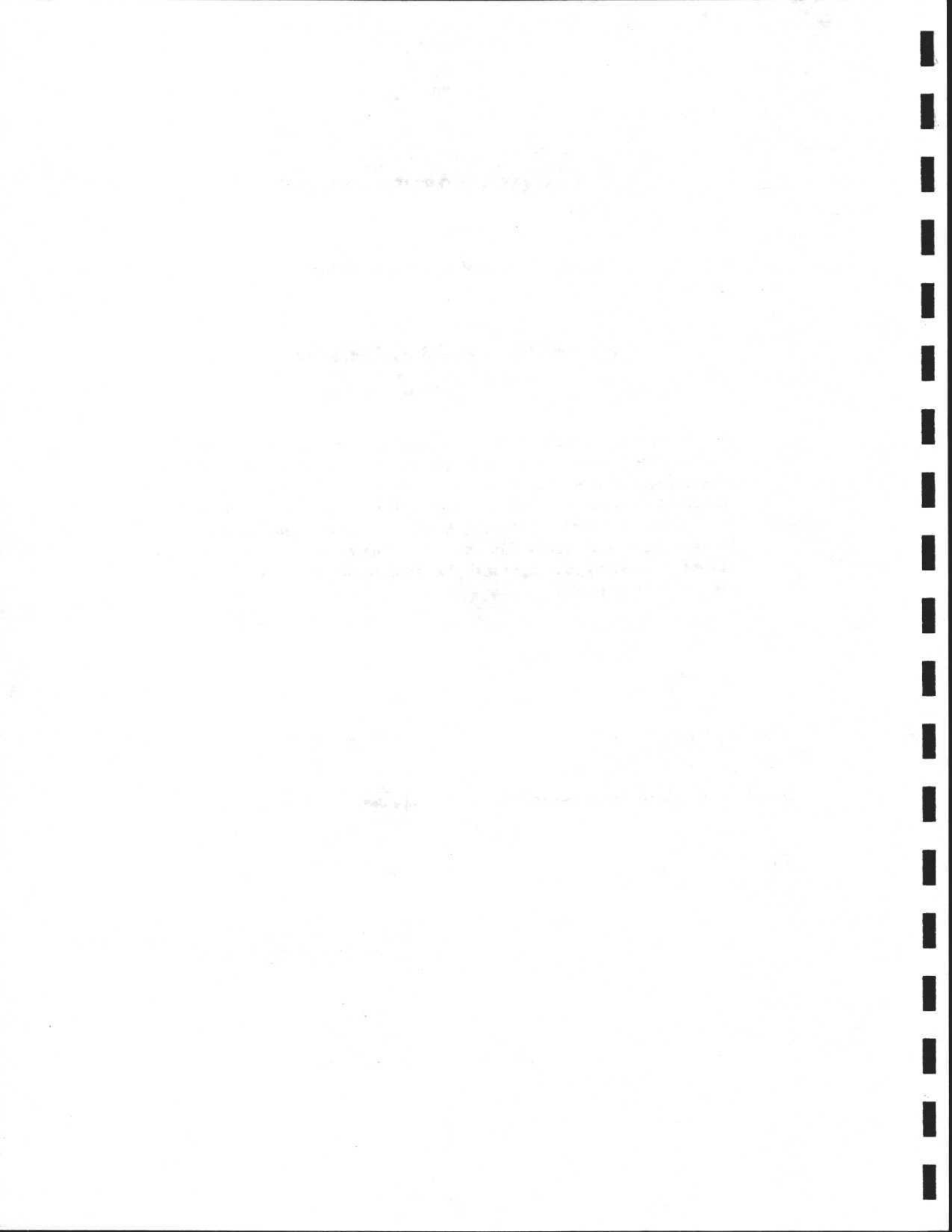
MEA/NEA LOCAL 1

Lu Battaglieri
Lu Battaglieri, Local 1 President

9/2/97
Date

Naomi Pressel VanSickle
Naomi Pressel VanSickle, WWEA
President

9/8/97
Date



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