

Agreement

between the

**Warren
Consolidated Schools
Board of Education**

and the

**Warren Education
Association**

2010-2013

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PREAMBLE

This Agreement entered into this thirtieth day of August, 2010, is by and between the Board of Education of the Warren Consolidated Schools, Warren, Michigan hereinafter referred to as the "Board" and the Warren Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH

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

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

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

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

It is hereby agreed as follows:

ARTICLE I RECOGNITION

Section A Bargaining Unit

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

Section B Tenure in Position

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

Section C Definition

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

Section D Dues Deduction

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

ARTICLE I RECOGNITION (Continued)
Section D (continued)

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

Section E Agency Shop

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

Section F Indemnification

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

ARTICLE II EFFECT OF AGREEMENTSection A

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

Section B

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

Section C

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

Section D

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

ARTICLE III BOARD RIGHTS

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

ARTICLE IV DEFINITION OF RESPONSIBILITIES AND RIGHTS

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

Section A

1. The Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Laws or the Constitution of the State of Michigan and the United States and that it shall not discriminate against any teacher because of membership in the Association or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.
2. The Board agrees that its Rules and Regulations governing employee conduct shall be reasonable and that enforcement of discipline shall be fair and for just cause. The Board and the Association agree that equitable and non-discriminatory treatment shall be afforded all teachers in accordance with the Agreement.
3. It is the intent of the Board to prevent hazardous conditions and to provide, whenever possible, safe and healthy conditions for all teachers.
4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association shall have

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

the right to use the District email and inter-school mail services and teacher mail boxes for communications to teachers. Teachers shall be required to follow the Acceptable Use Policy as mutually agreed to by the District and the Association.

5. Each teacher shall have the right, upon request and in the presence of an administrator, to review the contents of his/her own personnel file excluding confidential information received prior to employment. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher and the Association shall be immediately informed if a Freedom of Information Act (FOIA) request is made on a teacher's personnel file. As allowed under law, material which constitutes a clearly unwarranted invasion of personal privacy shall not be released.
6. Duly authorized representatives of the Association and their respective affiliates shall have the right, upon notifying the building office, to transact official Association business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations. The Association may have the use of the school buildings after school hours, providing proper application is made according to the schedule of charges approved by the Board. And further provided, no Association views on matters relating to supervisor-teacher or Board-Association relationships or other school employee groups shall be discussed in the presence of students.
7. Requests for classroom visitations by non-professionals shall be scheduled through the building principal. The building principal shall confer with the teacher prior to the scheduling of the request.
8. Association use of school business equipment shall be permitted provided:
 - a. The request is made prior to use.
 - b. The use is strictly to service the legitimate business of the Association, such as the duplication of records, notices, correspondence, etc.
 - c. The purpose is for internal business use of the Association.
 - d. Supplies, in connection with such equipment use, shall be furnished or paid by the Association.
9. Disciplinary interviews and reprimands shall be conducted in private. The Administration shall inform the affected teacher that s/he has the right to union representation at the disciplinary interview/reprimand and if s/he chooses to have union representation, the interview/reprimand shall not take place until union representation can occur.
10. The Board agrees that to the best of its ability, the District shall provide an assessment calendar for each school year. This calendar shall include all national, state, and District sponsored assessments. This calendar shall be provided to all teachers no later than the first teacher work day for the first semester calendar and by December 15 for the second semester calendar. These calendars shall include all known information on the number of days and hours of the assessment. Any modifications to the assessment calendar shall be discussed with the Association as soon as the District is aware that a change is necessary. Thereafter, a revised assessment calendar shall be immediately sent to all teachers.
11. If the Board requires teachers to have ID badges then the District shall provide each teacher with a free ID and replace any defective, unusable, or unidentifiable ID at no cost. The cost for the replacement of ID badges for all other reasons shall be the responsibility of the teacher requesting the replacement. Teachers assigned to multiple buildings shall have their ID badges coded for all their buildings. The President and Executive Director of the Association shall be provided with a free ID badge.

Section B

The Association agrees that:

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

Section C

The Board and the Association agree that:

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

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

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

ARTICLE V OBLIGATION TO MEET AND CONFER AND OTHER PROCEDURES

Section A

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

Section B

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

Section C

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

Section D

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

ARTICLE VI GRIEVANCE PROCEDURE

Section A Definition

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

Section B Time Limits

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

Section C Grievance Representation

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

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

Section D Procedure

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

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

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

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

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

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

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

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

Section E

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

Section F

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

ARTICLE VII DISCHARGE AND DEMOTION

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

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

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

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

In the event of serious misconduct which jeopardizes the safety, morale or educational functions of the school or school system, a teacher may be suspended immediately with pay pending a full investigation and implementation of this Article. The Association shall be immediately notified if any teacher is suspended. During the teacher's suspension, the Association shall be given bi-weekly updates as to the status of the District's investigation until the conclusion of the investigation.

ARTICLE VIII EVALUATION PROCEDURESection A

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

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

Section B

The building supervisor and/or his/her assistant is responsible for written evaluations entailing all areas enumerated in the agreed to evaluation instrument of

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

all teachers assigned to his/her building. The agreed to instrument shall be the instrument agreed to by the parties April 2011. The District and the Association agree to review the instrument at the end of the 2011-2012 school year for possible revision. Any revision shall be mutually agreed to by the District and the Association.

The evaluator shall:

1. Orient all teachers with the evaluative procedures and instruments during the first five (5) weeks of their assignment to his/her building, and advise the teacher as to which personnel shall observe and evaluate his/her performance.
2. Compile and make teachers aware of observations made from time to time prior to the formal evaluations.
3. Meet with the teacher within the first five (5) weeks of school to set his/her two (2) goals for the year. The goals shall be in writing, shall be mutually agreed to by the teacher and the evaluator, and shall follow the recommendations agreed to by the Association and the District.
4. Formally evaluate each probationary teacher a minimum of once per year preceded by a minimum of two (2) formal classroom observations that are at least sixty (60) days apart and in different semesters. Each formal observation shall be at least thirty (30) consecutive minutes. Such observations shall be with advance notice. Each observation conference shall be held within five (5) working days after the formal classroom observation. The formal evaluation conference shall be held prior to April 1.
5. Evaluate tenured teachers in the first and second year of the three year cycle by observing each teacher and completing the annual evaluation prior to June 1.
6. Evaluate tenured teachers in the third year of the three year cycle, or a tenured teacher on an Individual Development Plan (IDP), by preceding the formal evaluation by at least one (1) formal classroom observation of at least thirty (30) consecutive minutes. Such observations shall be with advance notice. Each observation conference shall be held within five (5) working days after the formal classroom observation. The formal evaluation conference shall be held prior to June 1.
7. Confer with the teacher and discuss each item which is to be included in his/her personnel file.
8. Provide each teacher with a mutually signed copy of the formal evaluation and all reports to be attached. The teacher may submit written statements which shall be attached to the file copy of the evaluation in question. Any teacher who is not satisfied with his/her evaluation shall have recourse through the grievance procedure.
9. Set forth in specific terms where a teacher is lacking, if such is the case, as well as an identification of the specific ways in which the teacher is to improve. Furthermore, provide definite, positive assistance to rectify any professional difficulties noted.
10. Conduct all monitoring or observation of the work performance of a teacher openly and with his/her knowledge. Audio visual devices shall be used only with the teacher's consent.
11. Destroy anecdotal reports not referred to in the formal evaluation at the end of the evaluation period.

Section C

Special Education and Special Service teachers assigned and serving only one building shall be evaluated by the building principal. The building principal may obtain input from the appropriate Special Education supervisor when evaluating building based Special Education teachers.

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

Teachers shall be made aware of all input used in the evaluation and from whom the input was received.

The evaluator for the first evaluation shall continue in that capacity for the remainder of the year, unless the principal assigned as the evaluator is no longer available.

Section D

All Schedule B, D, and E, personnel shall be evaluated a minimum of once each year. Seasonal activities are to be evaluated at the end of the involved season.

Section E

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

Section F

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

Section G

Nurses shall be evaluated by the Director of Student Affairs. The Coordinator of Nursing Services, with input and approval from the Director of Student Affairs, shall be responsible for the coordination of all nursing services exclusive of employee discipline and evaluation.

Section H

World of Fours teachers shall be supervised, observed and evaluated by the building administrator. If concerns are identified by the building administrator, then the program director for the Great Start Readiness Program and/or an Early Childhood Specialist shall conduct classroom observations and shall write an evaluation which shall become the evaluation of record. All other evaluation procedures for classroom teachers as outlined in this Article shall be applied to World of Fours teachers.

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER

Section A Assignment

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

Section B Class Schedules

1. Individual teacher schedules within buildings shall be made by the building principal after receiving input from, and if desired by the teacher consultation with, the teacher.

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

2. Schedules of traveling teachers, central service, and non-building based Special Education personnel to buildings shall be made by the subject area administrator:
 - a. These schedules shall be developed after receiving input from, and if desired by the teacher consultation with, the teacher.
 - b. Should the schedule of a traveling teacher, central service, or non-building based Special Education personnel remain intact for the following school year, the teacher currently in the position shall be assigned to the same position for the following year. Should there be a need to change an individual position for the following school year, the position shall be placed on a bid board at the scheduling session for the respective group. All teachers whose schedules have been placed on the respective bid board shall have the opportunity to bid on a new job from the list of newly created positions in seniority order. Any teacher in the group shall have the right to attend and bid on any open position; after a successful bid he/she would place his/her former position on the bid board. The scheduling session for all groups shall take place on the Thursday prior to the second Monday in June.
 - c. The subject area administrator shall inform traveling teachers of tentative schedules for the following year by noon on the Thursday prior to the first Monday in June.
 - d. The Association shall be notified by the subject area administrator should any changes occur after the scheduling session held the Thursday prior to the second Monday in June. The Association may appeal any change made after the scheduling session to the subject area administrator's immediate supervisor. The immediate supervisor's decision shall be final.
 - e. The subject area administrator for the nurses is the Director of Student Affairs, who is responsible for the school nurse program.
3. If practicable, each non-tenure teacher shall retain the same class schedule.
4. Building administrators shall provide teachers with written notice of tentative class schedules and assignments for the following year by noon on the Thursday prior to the first Monday in June. In the secondary, these schedules shall be a list of the actual five (5) classes the teacher is tentatively assigned to teach each semester.

A teacher shall be notified immediately if changes are made to his/her schedule.
5. A building administrator, with concurrence from the Chief Academic Officer, may assign a tenured Special Education teacher who is building based, with the exception of center programs, to a regular education assignment.

Section C Transfer

Definition: Transfer means the placement of a teacher after his/her assignment. No transfer shall be made inconsistent with a teacher's certifications, qualifications, and endorsements. Qualification means a teacher teaching in any of the core academic subjects must be Highly Qualified as defined by the ESEA/No Child Left Behind Act, Sections 1119 and 9101.

In the event teachers are threatened by layoff due to staff reduction, the Board shall make every effort to place the most senior teachers consistent with their minimum qualifications, endorsements and certification.

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

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

If at any time during the life of this agreement the ESEA/No Child Left Behind Act of 2001 is repealed, Section C of Article IX shall be immediately bargained between the District and the Association.

It is recognized that there are areas where additional requirements must be met. These areas are as follows:

Elementary Special Services (Art, Physical Education, Media, World Language and Music) - all teachers new to these positions after February 1, 2011 shall have the respective certification and subject-area endorsement.

Elementary and secondary counselors - all teachers new to these positions after February 1, 2011 shall be required to maintain a valid teaching certificate with teachable subject area endorsements.

1. To be eligible to request transfer, a teacher must be eligible for tenure status in the beginning of the coming school year. To be eligible to attend the Bid Session, a teacher shall complete an Unspecified Transfer Request Form if s/he has not been denied tenure/tenure rights by the Board for the following school year prior to May 31 of the current school year.

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

2. Postings:

- a. Transfer to openings for the following school year.

1. All openings for the succeeding school year shall be posted by specific job opening and location, at a bid session to be held on the second Monday in June. Bids shall be taken in seniority order for the known vacancies existing as of the day of the meeting. The bidder with the highest seniority who is certified, qualified, and has the minimum endorsements, according to Article IX, Section C of this agreement, for the position shall be transferred. Regular education teachers shall not be allowed to bid into another regular education position within the same building.
2. The Administration shall email and post the date and location of the bid session for all teachers. Such postings shall also be emailed and a hard copy be sent to all teachers on leave. Teachers actively employed as well as teachers anticipating return from leave at the beginning of the following school year who desire to attend the bid session shall request an Unspecified Transfer Request Form from the Human Resources Department. For the bid session, the form must be submitted by 4:30 p.m. on the Tuesday prior to the second Monday in June.

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

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

3. Teachers must be present at the bid session to be eligible for the exercise of their bidding opportunity or they can exercise their bidding with a signed proxy.
 4. Teachers who accept a job sharing or a transfer position are not eligible for exchange options. Teachers who are not placed following the bid session and administrators who are assigned to the bargaining unit, shall be placed in vacancies, if any, at the discretion of the Board.
 5. If, within the first year of a transfer to a new building, a principal reassigns a teacher to a position which is different from the position s/he bid on, the Association may request a review of the action by the Chief Academic Officer. The determination of the Chief Academic Officer shall be final.
 6. If, prior to the opening day of school, two (2) teachers in separate buildings wish to exchange responsibilities for that school year, they may do so upon submitting specified transfer request forms and receiving approval of the Administration; in that case, they shall not have access to the other transfer provisions of Section C. Probationary teachers are not eligible for an exchange unless they have not been denied tenure/tenure rights by the Board for the following school year prior to May 31 of the current school year.
3. When a probationary teacher signs a contract for a part-time position, s/he shall have no rights to a full time position for the duration of that school year. For the subsequent year, s/he has a right to an available full time position over someone who has less seniority or a new hire. If a full time position for which s/he is certified, qualified, and has the minimum endorsements is not vacant, the District must lay-off a less senior person and/or invoke involuntary transfer in order to create a position for the part-time person who wants a full time position. The Administration shall notify the teacher of this right by certified mail prior to June 30 and the teacher shall have five (5) days from receipt of the letter to respond. The position in which the teacher is placed shall be at the discretion of the Administration.
 4. Nurses
If changes in assignment are made during the year, the involved parties shall discuss the need for change and ramifications thereof prior to its implementation.

Section D Unrequested Transfer

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

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

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

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

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

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

Section E Extra-Curricular Postings

Employees shall be notified of all Schedule B, C, D and E openings, excluding curriculum workshops, music programs, Hearing Impaired, Emotionally Impaired, Learning Disabled, Cognitively Impaired, Early Childhood Special Education, S.T.A.R.S. Program, Autism Spectrum Disorder, Speech and Language Impaired, Adaptive Education, and Vision Impaired. All postings must be made to all teachers both in hard copy on staff bulletin boards and via email postings.

Postings that take place during the school year shall be posted for five (5) days. Postings that take place during summer recess shall be for two (2) weeks and shall be posted on a phone message that teachers can call into and via email posting.

Those teachers qualified for the openings and interested may apply for an interview. The five (5) most qualified and the three (3) most senior teachers shall be interviewed by the appropriate supervisor listed on the notification.

Section F Seniority

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

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

ARTICLE IX METHOD OF ASSIGNMENT AND TRANSFER (Continued)
Section F Seniority (continued)

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

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

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

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

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

Ties in seniority shall be broken as follows:

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

Section G Job Sharing

A. Definition

1. Job sharing shall refer to two (2) teachers voluntarily sharing one (1) full time position with each position in the elementary being at least .5 of a position, each position in the secondary being at least .4 of a position, and each Special Education itinerant and Special Services teacher being at least .4 of a position. No more than fifteen (15) full time positions in any year shall be job sharing positions. Only teachers with tenure in the District shall be eligible for job sharing. Each person shall be limited to no more than five (5) years of job sharing, either consecutively or intermittently.
2. Job sharing shall not occur if pairing results in the involuntary layoff or involuntary transfer of a full time teacher. Also it shall not occur if it prevents the recall of a laid off teacher. Further a job sharing assignment shall not protect a teacher from involuntary transfer or surplus.

B. Application

1. Teachers applying for job sharing positions must submit a plan in writing to the Human Resources Department by March 15 for the succeeding school year. The Human Resources Department shall, with input from the principal(s), decide whether or not the schedule is appropriate for said building. If a job sharing schedule is denied, the Chief Human Resources Officer shall provide the applicants the opportunity to meet with him/her to discuss alternative scheduling arrangements. The application shall include the specific work schedule for each job sharer including responsibilities for in-service during the work day and half days without students, recess duty, preparation time, supervision, parent-teacher conferences, after school activities, and building faculty meetings.

Administration shall make every effort to equalize the preparation time. Each job sharer shall attend all parent-teacher conferences, both teacher work days prior to Labor Day, and open houses/meet the teacher events. They shall attend one-half (1/2) of the remaining after school activities, one-half (1/2) of the

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

after school building faculty meetings, and one-half (1/2) of in-services scheduled during the work day. However, if the state law requires that every teacher must attend the bargained amount of professional development to satisfy the thirty-eight (38) hour requirement of teachers, then both teachers must attend this professional development.

2. The Human Resources Department shall inform the applicants by email or in writing by April 15 of the preceding school year if the plan is accepted or rejected. If rejected the reasons shall be stated in writing. Applicants shall be allowed to submit a second plan by April 30. The Human Resources Department's final decision shall be stated in writing to the applicants by May 10. The decision of the Human Resources Department is final and not subject to the grievance procedure.
3. Once the plan is approved, the teachers may not deviate from it unless by mutual consent of the teachers and Human Resources Department.

C. Length of Assignment

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

D. Seniority and Salary Step

1. Job sharing teachers shall accrue seniority and salary step experience prorated for the amount of time worked. Time when both teachers are scheduled to work shall count into the seniority for each teacher.

E. Compensation and Fringe Benefits

1. Compensation shall be determined by each teacher's Schedule A salary prorated for the amount of time worked. Time when both teachers are scheduled to work shall count into the compensation for each teacher.
2. Health, Dental, Vision and Group Life insurance shall be prorated according to Article XIII, Sections C, 4, 5, 6.
3. Personal leave days shall be granted on a prorated basis.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION

Section A

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and that discipline problems are less likely to occur in classes which are proper size. Whenever a teacher documents to his/her principal that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board shall initiate

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

action within forty-eight (48) hours to assist the teacher with respect to such pupil(s).

The Board recognizes that the regular education teacher's responsibility for Special Education students is limited to that contained in State and Federal Laws, Rules and Regulations. When a regular education teacher requests any training, including discipline training, based on a student's disability in his/her classroom and either the IEP or the Special Education Director indicates that the requested training is reasonable and not duplicative, the District shall provide the requested training. This training shall be during the work day, if possible. Should it not be possible to offer the training during the work day, the teacher shall be compensated at Schedule D rates. Whenever a Special Education referral is made for a pupil, the referral form shall be processed by the principal within ten (10) days after receiving the referral form from the teachers unless there are extenuating circumstances.

Section B

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

Section C

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

Section D

A teacher may exclude any pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall furnish the principal with knowledge of the exclusion and, as promptly as possible, full written particulars of the incident. Responses to discipline referrals shall be sent to the teacher within five (5) days unless there are extenuating circumstances.

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

Section E

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

Section F

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

Section G

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

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

Section H

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

Section I

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

Section J

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

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

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

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

The District, the Association and the affected teacher to whom the student is assigned shall, on a case-by-case basis, meet to evaluate and determine what training, supplementary aides, and support personnel shall be provided to the

teacher. The Board shall make the final decision regarding supplementary aides and support personnel provided pursuant to this provision.

Any teacher required to provide school health services for a student shall be provided all of the following:

1. The appropriate written procedures to be utilized as approved by the student's physician or school nurse ("the plan").
2. Appropriate training by a licensed health professional regarding the acts or functions delegated to the teacher under the plan. The District shall pay all costs in connection with the training.
3. All necessary supplies, if any, and a location or setting appropriate to provide the services.
4. Any equipment or information necessary to allow direct communication between the teacher performing the school health services and the school nurse.
5. To the extent any teacher is required to provide school health services, the District shall indemnify and hold the teacher harmless from any liability, including damages, legal fees, or other costs resulting from their performance of such acts or functions.

A teacher may refuse to perform school health services if there is not a plan and the teacher has not been trained on the acts or functions delegated to the teacher in the plan.

Section K

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

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

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

6. The Review Panel shall hold a hearing within fifteen (15) work days of the request and notify the principal and affected teachers of the place, date and time of the meeting.
7. All meetings of the Review Panel shall be held during the regularly scheduled school day. The Administration shall be responsible for providing substitute teachers for Review Panel members and the affected teacher.
8. The Review Panel shall meet as a committee of the whole and shall review the facts of the case, the principal's or his/her designee's rationale for the proposed grade change and the teacher's rationale for the assignment of the grade. The format of the meeting shall be informal, in that each side may present its position and submit documents in support of his/her position. However, no side shall be permitted to cross-examine the other participants or be represented by legal counsel. Review Panel members may direct questions to any of the participants at the meeting.
9. No grade initially assigned by a teacher shall be changed by the Review Panel unless a majority of the panel finds that the grade was motivated by malice, bad faith, or there is no reasonable basis for the grade under the established grading procedures of the District. The burden of proof shall be on the party requesting the change.
10. The Review Panel shall render a written decision according to the above standards, no later than seven (7) business days after the hearing. A copy of the decision shall be delivered by the principal to both the affected teacher and the pupil.
11. The principal shall place the teacher's appeal on the Board agenda if the teacher notifies the principal of the intent to appeal the Review Panel's decision within five (5) working days of the date s/he receives the decision.
12. All meetings of the Board to consider a change of grade shall be held in closed session under the Open Meeting Act, Section 8.a. The Board shall adhere to the same standards set forth in paragraph 9.
13. All proceedings under this Article shall comply with the requirements of the Family Education Rights and Privacy Act of 1974, with regards to the confidentiality of student records.
14. In the event a Review Panel member comes before the panel as an involved teacher, pupil, parent, s/he shall be replaced by an alternate on the Review Board during the proceedings on the instant case only.
15. In the event a grade change is approved by the Review Panel, the records of the student shall carry the notation that the grade was changed by the Review Panel. Official transcripts shall not carry any notation of grade change.

ARTICLE XI SCHEDULES, HOURS AND ASSIGNMENTS

Section A

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

Section B

The length of the teacher's work day except for school nurses shall be seven (7) hours and twenty-four (24) minutes.

1. Elementary

a. Lunch Period

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

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

b. Preparation Time

Grades K-5, including preprimary teachers, Developmental K and 1 and Special Services teachers but not World of Fours teachers: Weekly minimum of two hundred and twenty (220) minutes, including one (1) block of at least five (5) minutes per day.

Two hundred (200) minutes of Special Services shall be provided for grades K-5 including preprimary, Developmental K and 1, but not World of Fours teachers.

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

c. Recess

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

Recess shall not be longer than fifteen (15) minutes per block and may either be scheduled or unscheduled depending upon the professional judgment of the teacher providing that recess shall not exceed thirty (30) minutes in any one (1) day. The scheduling shall be the teacher's responsibility. The teacher shall not schedule recess during the last twenty (20) minutes of the instructional day.

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

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

e. Special Services teachers shall have a minimum of two hundred and twenty (220) minutes of prep time each week.

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

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

The elementary P.E. teacher shall have one half (1/2) day of release time to plan for field day. This time shall be taken on the afternoon of the third report card records day. In addition, elementary P.E. teachers shall have one half (1/2) day for each of the teacher's assigned buildings to set up and take down field day activities to be scheduled by the teacher with administrative approval. All meetings held to plan field day shall not be on any teacher's prep and all involved teachers shall receive release time to attend the meetings.

Special Service teachers shall not instruct students on the first and last student day of the year.

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

2. Middle School

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

a. Teams and Special Education Co-Teachers

- 1. Teaming shall be voluntary.

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

b. Instructional and Supervisory Time

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

*Homeroom

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

c. Lunch Period

Thirty (30) consecutive minutes, duty free. It shall be at the discretion of the District whether teachers shall be used as lunchroom supervisors. Teachers supervising the lunchroom during their lunch period may do so voluntarily. A principal may never require a teacher to give up his/her duty free lunch. Teachers who volunteer for lunch

duty shall be paid Schedule D rates for each half hour of supervision. If there are more volunteers in a given lunch period than are needed, the principal shall assign this duty on a rotating basis. Volunteers shall be solicited and rotations shall be adjusted each semester.

d. Preparation

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

e. Number of Classes

Administration shall strive during the development of the master schedule to keep the number of different classes taught in a semester by a teacher to a minimum unless the teacher requests otherwise.

3. High School

a. Instructional and Supervisory Time

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

b. Lunch Period

Thirty (30) consecutive minutes, duty free. It shall be at the discretion of the District whether teachers shall be used as lunchroom supervisors. Teachers supervising the lunchroom during their lunch period may do so voluntarily. A principal may never require a teacher to give up his/her duty free lunch. Teachers who volunteer for lunch duty shall be paid Schedule D rates for each half hour of supervision. If there are more volunteers in a given lunch period than are needed, the principal shall assign this duty on a rotating basis. Volunteers shall be solicited and rotations shall be adjusted each semester.

c. Preparation

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

d. Number of Classes

Administration shall strive during the development of the master schedule to keep the number of different classes taught in a semester by a teacher to a minimum unless the teacher requests otherwise.

4. Special Education

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

b. The scheduling of IEPs and invitations shall be done through the office of Special Education.

c. Departmentalized Personnel - teachers teaching departmentalized classes shall not provide IEP accommodations to caseload students during prep time or during a departmentalized class unless the student is enrolled in the class that period.

d. Departmentalized Curriculum - all Board approved curriculum adopted after the start of the 2011-2012 school year shall be accompanied with an appendix identifying Special Education accommodations.

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

5. School Nurses

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

6. Content Specialists

- a. Hiring and Posting - beginning 2012, one position shall be posted annually in April to be filled by May 1 for a five (5) year term commencing on July 1 as stated below:

2012 - K-12 Data Management, Media and Technology Specialist
2013 - K-12 English, Language Arts and World Language Specialist
2014 - K-12 Mathematics and Vocal/Instrumental Music Specialist
2015 - K-12 Science, Physical and Health Education Specialist
2016 - K-12 Social Studies, Visual and Performing Arts Specialist

A teacher may be rehired as a content specialist for multiple terms. A content specialist who is not rehired or resigns from the position shall be considered surplus and shall be placed per Article IX of this Agreement. Should a position be vacated during a term, the position shall be posted and filled for the remainder of the term.

- b. After-hours Activities - one (1) week notice shall be given by Administration of after-hours activities assigned to content specialists.
- c. Lunch Period - forty-five (45) consecutive minutes.
- d. Secretarial Services - Content Specialists shall have a secretary or clerk assigned to provide secretarial services.

Section C

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

Section D

Each teacher shall fulfill these responsibilities but shall not be required to assume abnormal obligations of time or service not contemplated by the terms and conditions of the Agreement. Abnormal obligations of time and service are defined as any teacher responsibilities that occur outside of instructional time or requires services outside of defined or contractual job descriptions or duties as a result of an administrative directive.

It is recognized that volunteer activities enhance the educational and/or social experience of students. A teacher's participation in voluntary activity shall not create a continuing expectation of participation. It is recognized that volunteer activities are not a contractual responsibility of an individual teacher.

Section E

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

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

Section F

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

Section G

A teacher's professional responsibilities shall include attendance at no more than two (2) after-school activities and six (6) building faculty meetings a year if necessary. Faculty meeting topics shall cover only routine agenda items and be limited to a maximum of sixty (60) minutes in length. Up to the first thirty (30) minutes of any four (4) faculty meetings may be used for in-service. Faculty meetings shall be held on Tuesdays and notice shall be given at least one (1) week in advance. Evening Parent-Teacher conferences shall not be counted as one of the after school activities for each evening conference. Where there is an open house, that shall be counted as an after school activity for all teachers. If teachers are required by their administrator to attend additional activities, they shall be paid Schedule D workshop rates. World of Fours teachers cannot count evening home visits as after school activities or be compensated for evening home visits. Teachers shall sign up using the same system as in paragraph three below.

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

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

Secondary dances shall be excluded from the list of after school activities. Principals shall solicit volunteers at Schedule D workshop rate; if there are insufficient volunteers, then the principal may return to the seniority sign-up system except for those who have satisfied the two (2) activities responsibility. Those who are assigned to dances non-voluntarily shall receive both credit for an activity and be paid workshop rates. Middle school extravaganzas, that include dancing, shall not be considered a secondary dance.

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

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

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

Section H

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

Section I

Any meeting called for the purpose of discussing a student's Individualized Educational Planning or Programming, currently being referred to as an IEP, Child Study, Section 504, Manifestation Determination Review, Behavioral Plans, 30-Day Placement, Reed, and Intervention meetings, in which any of the pupil's teacher(s) attendance is requested or required by law or by the District, the teacher(s) shall be released from his/her class assignment through the use of a substitute for that portion of the meeting in which s/he or the student is directly involved. Should these meetings take place during prep time, the District shall compensate the teacher at Schedule D rates for all meetings after the second instance of the loss of prep time. Teachers shall be compensated for any meeting taking place before or after school at Schedule D rates. These meetings shall not take place during professional development time or records time, including examination records time in the high schools.

Section J

The Michigan Literacy Progress Profile (MLPP) and the Developmental Reading Assessment version 2 (DRA2) are designed to assist teacher instruction by providing ongoing monitoring of student progress.

The following days shall be provided by the District for the administration of the following assessments. None of these days are to occur on a PLC Monday:

Kindergarten (full day, half-day and developmental) - one (1) full day in each of the following months (per section): September for the Letter/Sound ID and Concepts of Print assessments found in the MLPP, January for the DRA2 and late May/early June for the DRA2.

1st grade - one (1) full day in each of the following months: September for the DRA2, January for the DRA2 and late May/early June for the DRA2.

2nd grade - one (1) full day in each of the following months: September for the DRA2, January for the DRA2 and late May/early June for the DRA2.

3rd grade - one (1) full day in September for the DRA2, a half (1/2) day in January for the DRA2 of at-risk students who are six months to one year below the 3rd grade level and one (1) full day in late May/early June for the DRA2.

4th and 5th grade - one full (1) day in each of the following months for the 2010-2011 school year: late May/early June for the DRA2. One (1) full day in each of the following months for the 2011-2012 school year and going forward: September for the DRA2 and late May/early June for the DRA2.

MLPP and DRA2 assessment results shall be reported on data director to Administration by the following dates: October 15, February 15, and with check out items on the last day of school.

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

ARTICLE XII CLASS SIZE

Section 1

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

Section 2

The following group ratios shall be in effect:

- Elementary Classroom Teachers - 33 teachers per thousand students.
- Secondary Classroom Teachers - 39.25 teachers per thousand students.
(This ratio assumes a secondary six period day.)
- Elementary Special Services - 2.0 teachers per thousand students.
- Secondary Counselors - 2.5 counselors per thousand students.
- Special Education Personnel - 2.3 per thousand students.
- Instructional Technology Specialist -
 - 0.4 teacher per comprehensive high school
 - 0.2 teacher per middle school
 - 3.0 teachers for the District's elementary schools
- Media Specialists -
 - High Schools - 1 Media Specialist per school.
 - Middle Schools - 1 Media Specialist per school.
 - Elementary Schools - 1 Media Specialist per school.

No media specialist shall be assigned more than 0.6 FTE instructing courses as part of the building master schedule. Media specialists shall only teach courses for which he/she has the required certifications, qualifications and endorsement and for which there is Board approved curriculum.

Section 3 Class Size Maximums

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

Classes containing students from more than one (1) grade level shall be considered a split class. Split classes shall have a maximum equal to the maximum of the lower grade level maximum unless a second teacher is assigned to the class. This split class size maximum shall not be exceeded.

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

<u>MIDDLE SCHOOL</u>	<u>MAXIMUM</u>
Grades 6-8 (except Band, Gym, and Music)	31
Basic (classes that are determined as Basic by the teacher with principal approval)	25
Science laboratory classes (8th Grade Physical Sciences)	2 students per station not to exceed 31 students

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

English Language Learners Level I and II	23
Family Life, Foods	5 students per kitchen station not to exceed 30 students
Gym, Locker Room	48, with a maximum of 100 students per period per school

Counselors 360-400

HIGH SCHOOL MAXIMUM
Grades 9-12 (except for Band, Gym, & Music) 31

Basic (All classes labeled Basic; Exploring;
Investigative; Essential; Integrated;
Pre-Algebra; Business Mathematics or any
class designated At Risk) 25

Science Laboratory Classes, (9A, 9B, Exploring
Biology, Biology I, Biology II, Biology
III, Honors Biology, AP Biology,
Chemistry I, Chemistry II, Honors
Chemistry, AP Chemistry, Physics, AP
Physics, Investigative Sciences:
Astronomy, Forensics, Science in
Media; etc. Equal to number of lab stations
not to exceed 31 students

Foods 1, 2, 3 5 students per kitchen station
not to exceed 30 students

English	29
English Language Learners Level I and II	23
Nurse's Aide	28
Alternative Education	23
Gym, Pool, Locker Room	48
Secondary Counselors	360-400

Section 4 Special Education and World of Fours

All Special Education classes shall be staffed as mandated by State and Federal law at the beginning of the school year in the elementary and at the beginning of each semester in the secondary. State and Federal guidelines for class sizes, as modified by a county waiver, may be implemented if necessary after the beginning of the year in the elementary or after the beginning of each semester in the secondary.

World of Fours classes shall be as mandated by the Michigan School Readiness Program Grant guidelines.

Section 5

In the elementary, the Administration shall have twenty (20) days at the beginning of the year to make adjustments, and semesters do not apply. In the secondary at the beginning of each semester, the Administration shall have twenty (20) days to make adjustments. In ten or thirteen week classes, the Administration shall have ten (10) days at the beginning of each quarter to make adjustments. Then, in cases where the maximums are exceeded, except in the cases of teacher consultants, school social workers, speech/language therapists, and school psychologists, Administration shall take prompt action to provide one of the solutions listed below:

- A. Open a new section
- B. Close enrollment
- C. Redistribute students

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

- D. Elementary (including Special Education), pay a daily rate stipend of \$4.50 per student over effective the first date that the student entered the class irrespective of semesters. Elementary Special Services shall be paid a daily stipend of \$0.40 per student per contact for their overages.
- E. Secondary (including Special Education), pay semester stipend of \$160.00 per student over irrespective of date that student entered the class.
 - 1. In ten (10) week classes, the stipend shall be 50% of the semester stipend.
 - 2. When a teacher has three (3) thirteen (13) week classes that meet on odd/even days, s/he shall be paid for the two classes with the highest overage.
 - 3. When a teacher has classes that meet on odd/even days each semester, s/he shall be paid each semester for the one class with the highest overages.
 - 4. If two regular education teachers are in a classroom with regular education students, there shall be no class size overage payment. However, the teachers shall decide to whom the Special Education overage shall be paid over six (6).
 - 5. If there are two physical education teachers in a classroom, they shall be paid for Special Education overages over ten (10). The teachers shall decide to whom the stipend is paid.
 - 6. In classes with double hour sessions where there is an aide, the teacher shall be paid for one hour session. If there is not an aide, the teacher shall be paid for two hour sessions if the enrollment exceeds 22 students.
- F. Employ an aide.

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

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

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

Section 6

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

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

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

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

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

payment to the regular education teacher for those students. Conversely, if the Special Education co-teacher is not in the regular education classroom with the Special Education students assigned to him/her, there shall be a stipend payment to the regular education teacher for those students as stated above.

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

Section 7

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

Section 8 Leveling of Classes

In the elementary prior to the first day of school for students, within each grade level, principals shall keep the number of students within one (1) student of each other. During the year principals shall strive to keep classes balanced in size and composition.

In the secondary prior to the first day of each semester for students, within each class offered in the same period, principals shall keep the number of students in all the sections within one (1) student of each other. During the year principals shall strive to keep classes balanced in size and composition.

ARTICLE XIII COMPENSATION

Section A

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

Section B

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

Section C

1. The Board shall purchase the three following coverages for each full-time teacher with coverage for dependents (dependents shall be defined as a teacher's spouse and children):
 - a. Health Insurance: During the 2011-2012 open enrollment period, teachers who are on the Traditional BC/BS MVF-II plan with full riders shall be required to choose one of the other two plans. The Traditional BC/BS MVF-II plan with full riders shall be eliminated effective January 1, 2012.
 - 1) Until January 1, 2012, the Board at its option may provide either BCBSM MVF-II with full riders (including FAE-RC, PSA, RPS) or, MESSA Super-Med I, including organ transplant rider. The mental health coverage for in-patient and out-patient coverage shall be equal to the current medical benefit. A ten dollar (\$10.00) co-payment for generic drugs and twenty dollar (\$20.00) co-payment for brand drugs Preferred Rx Prescription plan shall be provided. The Board shall provide coverage for Human Papillomavirus (HPV) vaccination. The Board shall provide coverage for contraceptives both oral and devices. Teachers who elect this health insurance plan in 2006-07 shall pay a monthly fee of \$97.00 for twelve months in equal installments.
 - 2) The BC/BSM PPO Plan Option I with CBPCM Rider as provided in 2004-05 with both contraceptive coverages. The mental health coverage for in-patient and out-patient coverage shall be equal to the

current medical benefit. A ten dollar (\$10.00) co-payment for generic and twenty dollar (\$20.00) co-payment for brand name drugs Preferred RX Prescription Plan shall be provided. The Board shall provide coverage for Human Papillomavirus (HPV) vaccination.

Beginning January 1, 2012, a ten dollar (\$10.00) co-payment for generic drugs and forty dollar (\$40.00) co-payment for brand drugs preferred RX prescription plan shall be provided, co-payment for office visits/urgent care/chiropractic shall be \$10, co-payment for emergency room visits shall be \$100 (which shall be waived if admitted), and a deductible of \$100 per year for single/couple and \$200 per year for full family shall be required.

Beginning January 1, 2013, the co-payment for office visits/urgent care/chiropractic shall be \$15.

- 3) Health Alliance Plan (HAP). A ten dollar (\$10.00) co-payment for generic and twenty dollar (\$20.00) co-payment for brand name drugs Preferred RX Prescription Plan shall be provided. The Board shall provide coverage for Human Papillomavirus (HPV) vaccination.

Beginning January 1, 2012, a ten dollar (\$10.00) co-payment for generic drugs and forty dollar (\$40.00) co-payment for brand drugs preferred RX prescription plan shall be provided, co-payment for office visits/urgent care shall be \$10, co-payment for emergency room visits shall be \$100 (which shall be waived if admitted), and a deductible of \$100 per year for single/couple and \$200 per year for full family shall be required.

Beginning January 1, 2013, the co-payment for office visits/urgent care shall be \$15.

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

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

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

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

- b. Dental Insurance - 85-85-85 Plan - Maximum annual benefit of \$1,500 applies to each teacher and their enrolled dependents. Orthodontic lifetime maximum of \$1,700, which shall be increased to \$2,300 effective January 1, 2012. Orthodontics to age 19 for dependents with no age limit for the teacher. Annual Oral Cancer Screening for each teacher and their enrolled dependents over age eighteen (18) shall be covered. All other provisions shall remain the same.
- c. Vision Care - MESSA Vision II equivalent as currently provided through NGS. Hard, soft, gas permeable, extended wear, single vision, bi-focal vision or disposable contact lenses shall be paid at 100% of reasonable and customary up to \$100 for each lens per year or at 100% of the reasonable and customary allowance if contact lenses are the only means

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

available to restore the visual acuity of the better eye to 20/70 or better.

2. The Board shall also purchase the following coverages for each full-time teacher:
 - a. Long-term disability coverage for the teacher commencing after a six (6) month period of total disability and continuing during such total disability to age 70, or retirement, whichever comes first. The benefit shall be 60% of the teacher's salary to a monthly maximum benefit of \$8,000.
 - b. Group Life Insurance and Accidental Means Death and Dismemberment Insurance, each equal to one and one half (1 1/2) times the teacher's Schedule A annual salary to the nearest \$1,000. Teachers can elect to take a maximum of \$50,000 of this benefit. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of, or by reason of, action taken by the Board for the purpose of complying with this provision.
 - c. The Board shall contribute 1.00% of the teacher's Schedule A salary (including Schedule A longevity and Schedule A pay for any extra periods taught) to the teacher's 403(b) or 457(b) plan whichever the teacher chooses for the 2010-2011, 2011-2012, and 2012-2013 school years. These contributions shall expire at the end of this agreement unless bargained into successor agreements. The Association and Board shall agree to name, and determine the number of carriers for both the 403 (b) and the 457(b) plans, and determine the Third Party Administrator (TPA) for the District's tax sheltered deferred retirement plan. If a teacher has not directed the District where to send his/her paid contribution to a 403(b) or 457(b) by June 30 of that school year, those monies for that year shall revert back to the District.

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

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

1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2008.
2. The plan document shall allow teachers the ability to make changes in his/her investment portfolio at no cost to the teacher.
3. Additionally, the plan document shall allow for:
 - a. Employer contributions, as mutually agreed upon herein.
 - b. Roth IRA contributions.
 - c. "Catch up" contributions as defined by the IRS.
 - d. Emergency or hardship withdrawals under restrictions agreed upon by the parties and included within the plan.
 - e. The ability of a teacher to request and receive a loan as appropriate under 403(b) regulations.
 - f. Acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e. "rollover").
 - g. Planned withdrawals.

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

- h. An open enrollment period each year that allows participating teachers the ability to make changes in their status within the plan.
 - i. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for that purpose.
 - j. Regular communication, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration, should be included.
 - k. All teachers are eligible to participate in the plan.
3. If a full-time teacher is absent from work and totally disabled, because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, his/her long-term disability coverage, and his/her group life insurance for six (6) months from the date when his/her long-term disability benefits take effect. Such teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board for such optional coverage.
4. Teachers who work a part-time schedule shall receive a prorated annual salary and shall also receive prorated Health Care Insurance, Dental Care Program, Vision Care, and supplementary group life insurance contributions. For example, a teacher scheduled to work 1/5 of a regular week shall receive from the Board 1/5 of the monthly premium for Health Care Insurance and shall also receive 1/5 proration of the supplementary group life insurance and 1/5 of the Dental Care Program; a teacher scheduled to 2/5 time shall receive a 2/5 proration; 1/2 time receives a 1/2 time proration; 3/5 time receives a 3/5 proration and 4/5 time receives a 4/5 proration.
5. If a part-time teacher is absent from work and totally disabled because of an accident or prolonged illness, the Board shall pay the Board's portion of his/her Health Care Insurance, Dental Care Program, Vision Care, and his/her prorated group life insurance for six (6) months from the date when his/her long-term disability benefits take effect. The teacher shall be responsible for payment of any optional coverages under Health Care Insurance and shall make arrangements for full payment in advance to the Board for such optional coverages.
6. If a full-time or part-time teacher takes a leave of absence for reasons other than total disability due to accident or prolonged illness, all coverages provided under 1., 2., or 3., above shall terminate at the end of the month in which they last work, except that teachers whose leaves commence as of July 1 but who change their minds and are approved for early return from leave as of the first day of the school year, shall be reimbursed for any health insurance premium they paid on their own for July and August. Further, teachers whose leaves commence July 1 and who have been on the payroll from the first day of the school year shall have all their insurance coverage paid through August 31. The latter provision shall also apply to teachers who resign at the end of the school year after having been on the payroll from the first day of the school year.
7. The Board shall have the right to select insurance carriers for dental, vision, LTD, and life insurance coverage.
8. All teachers who retire from the District with at least ten (10) years of service and are eligible for a retirement from the Michigan Public Schools Employees Retirement System are eligible for the following benefits as long as the teacher retires prior to July 1, 2013:
 - a. \$5,000 Group Life (Accidental Death and Dismemberment shall be

ARTICLE XIII COMPENSATION (Continued)
Section C (continued)

discontinued) continued to age sixty-five (65). The retiree may convert coverage to an individual policy at the retiree's expense.

- b. Blue Cross-Blue Shield. The retiree shall enroll immediately upon retirement in the State Retirement System Blue Cross-Blue Shield if health care coverage is needed. The Board shall reimburse the retiree for his/her contribution to the Public School Employees Retirement System Health Care Plan for the retiree, spouse, dependent children, and/or sponsored dependent coverage. If the retiree does not enroll immediately upon retirement in the State Retirement System Blue-Cross/Blue Shield, and enrolls at a later date, he/she shall be required to provide proof that medical premiums are being withheld from his/her pension benefit at the time they wish reimbursement to begin. Additionally, the retiree may be required to provide annual proof of continued eligibility. The District shall then reimburse for that amount.

Section D Automobile Allowance

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

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

Section E Payroll Procedures

1. Payroll checks shall be direct deposited to the teacher's designated financial institution. Bi-weekly payroll information shall be available on-line for employee viewing. Teachers shall be paid on regularly scheduled pay dates.
2. Contractual salaries shall be divided by twenty-one (21) to determine the gross bi-weekly amount except for those teachers who request a division by twenty-six (26) on appropriate forms furnished by the Administration. In years where there are twenty-seven (27) paydays, the option for twenty-six (26) divisions shall be converted to twenty-seven (27) divisions.
3. Teachers shall be paid a bi-weekly paycheck, the first scheduled payday after teachers report to work. Following that, regular bi-weekly checks shall be issued every two (2) weeks, except for holiday variants noted in Section E., 4., below. For teachers choosing twenty-one (21) divisions, any balance in the Board's contractual salary commitment to a teacher shall be paid on the teacher's last scheduled working day.
4. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to the recess. This shall not apply to the February Winter Break or the April Spring Break.
5. Authorization for payroll deductions shall be available for:
 - a. Association Dues and voluntary political action contributions
 - b. U.S. Bonds
 - c. United Foundation
 - d. Additional MESSA coverages (if MESSA is the health carrier), Health, Accident and Life Insurance
 - e. Credit Union and/or direct deposit of net pay to any one financial institution of the employee's choice which is capable of receiving electronic transfer.
 - f. Tax-deferred annuities. The District shall transfer annuities to companies within one (1) week of the date upon which the deduction from pay is made.
 - g. Purchase of retirement service credit with pre-tax dollars pursuant to MPSERS and IRS regulations.

ARTICLE XIII COMPENSATION (Continued)
Section E (continued)

6. The Board shall provide each eligible teacher with the option of forgoing a portion of his or her gross compensation to the maximum amount allowed under the law, and having the amount of the forgone compensation credited to a "flexible spending account" maintained as part of the plan. The plan amendment shall provide that each eligible teacher that participates in the plan shall be reimbursed for his or her uninsured medical and/or dependent care expenses from and to the extent of his or her respective flexible spending account. The flexible spending arrangement described in this section and to form part of the plan shall be subject to all limitations, rules and regulations prescribed by Sections 105, 125 and 129 of the Internal Revenue code, and shall be subject to eligibility requirements, contribution limitations and other requirements and limitations established by the Board. The Board shall contribute two hundred thirty dollars (\$230.00) in the 2010-2011 school year and beginning in the 2011-2012 school year shall contribute four hundred dollars (\$400.00) annually to each teacher's flexible spending account. The company shall provide teachers with the option of having up to two (2) debit cards (one for the teacher and one for his/her spouse) free of charge for use with the flexible spending account. The company used to administer the flexible spending account shall be mutually agreed to by the Association and the District.
7. Payroll adjustments shall be based upon the number of teachers' working days in the school calendar.
8. Retroactive pay adjustments for increased Schedule A assignments shall be paid in a lump sum with the balance divided by the remaining number of scheduled pays for the school year.

Section F

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

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

ARTICLE XIV COMPENSABLE LEAVE

Section A

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

Section B

Each tenure teacher shall have twelve (12) personal leave days (PLDs) placed at his/her disposal at the beginning of each school year. Tenure teachers who are on non-compensable leave shall have a proration of their twelve (12) day allotment placed at their disposal upon their return to work. PLDs cannot be used at the start of the school year, school year ending, or the day prior to or the first day following holidays and recesses unless there is a natural or medical emergency of the member or immediate family. The Administration may request documentation of the emergency.

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

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

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

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

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

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

Section C District Central Bank

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

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

Teachers who work less than the full school year shall have a proration of two (2)

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

days from their yearly allocation placed in the DCB at the disposal of the District's teachers.

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

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

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

The first four (4) days of a chronic illness or a long term illness shall be charged to the tenured teacher's own accumulated leave under Section B, above unless the teacher has already been admitted to the DCB that same year for the same illness. Third and fourth year probationary teachers shall not be required to contribute these four (4) days.

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

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

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

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

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

A teacher who returns to work after an absence of five (5) months or longer must work 40 out of 50 consecutive work days in order to re-qualify for the DCB unless s/he has an entirely unrelated illness or accident. Exceptions may be granted by the Superintendent. Should a teacher remain on the DCB for more than seven (7) consecutive months, the teacher shall be declared surplus from the building. The Administration shall place the teacher into an available position upon return from the leave.

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

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

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

The District shall notify the Association in writing when a teacher leaves the DCB and goes onto long-term disability.

Section D Elementary Compensable Leave Days

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

Requests are to be made by email and must be received at least fifteen (15) days in advance of the request date with a maximum of two (2) days allowed for a response by the Chief Academic Officer. These days shall be granted on a first come, first serve basis according to the time of the fax. A maximum of ten (10) requests per elementary school day with a cap of two (2) teachers per elementary school shall be available for use. Once a request is received, it cannot be canceled, but may be converted to a PLD due to illness of the teacher. Receipt of appropriate medical documentation may be requested.

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

Unused days from this allotment may be carried over as PLDs. Elementary teachers who do not lose this preparation time according to the definition in Schedule A, 12 shall not receive these days. Beginning with the 1996-97 year, newly hired employees with no seniority in the District shall not receive these days.

Section E Non-Tenure Teachers

Each first year non-tenure teacher shall have nine (9) PLDs placed at his/her disposal at the beginning of his/her work year. Second year non-tenure teachers shall have ten (10) PLDs placed at their disposal at the beginning of their work year. Third and fourth year teachers shall have twelve (12) PLDs placed at their disposal at the beginning of their work year. Any unused PLDs shall be accumulated for use during the remainder of the probationary period. At the end of his/her probationary period, the teacher has a choice of receiving a cash surrender value of \$15.00 per unused PLD or a carry-over to the next year.

Section F Released President

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

Section G Released Vice President

In order to assist with the implementation of this contract, the Vice President of the Association shall be released one (1) period of the day in the high school or middle school, or sixty (60) minutes or the equivalent in the elementary school. This time shall be at the end of the work day and scheduled adjacent to prep time unless otherwise mutually agreed to by the parties. The Board shall pay the full time salary, longevity, retirement, and full fringe benefits of the Vice President. Any salary experience increment earned during this year shall be credited at full value. This provision shall expire at the end of this agreement unless bargained into successor agreements.

ARTICLE XIV COMPENSABLE LEAVE (Continued)

Section H Association Business and Conference Time

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

Section I Jury Duty

Teachers summoned for jury duty shall immediately notify the Human Resources Department and shall provide a copy of the summons notice. If teachers are called for jury selection or serve as jurors, they shall be paid the difference between their jury pay and their Schedule A salary during the time they are on jury duty.

Teachers shall reimburse the District the daily stipend (exclusive of mileage reimbursement) paid by the court and shall provide the District a copy of the check from the court.

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

ARTICLE XV NON-COMPENSABLE LEAVE

Section A Request

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

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

Section B Association Representation Leaves

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

Section C Miscellaneous Leaves

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

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

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

Such leaves taken during the first two (2) years shall not be utilized for the

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)
Section C Miscellaneous Leaves (continued)

purpose of accepting employment elsewhere.

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

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

Any teacher shall be granted a leave of not more than ten (10) days for the adoption or the birth of a child by his/her spouse or domestic partner. The District may request documentation.

Section D Responsibilities of the Teacher

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

Section E Reinstatement

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

Section F Termination of Leave Status

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

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

Section G

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

Section H Short Duration Non-Compensable Leave

The Superintendent or his/her designee shall grant short duration non-compensable leaves of no more than five (5) consecutive working days per year to teachers who begin the school year with an accumulation of fifteen (15) personal leave days prior

ARTICLE XV NON-COMPENSABLE LEAVE (Continued)

Section H Short Duration Non-Compensable Leave (continued)

to DCB funding. These leaves shall be granted with no prejudice to seniority or benefits. These leaves shall be available to others only with the approval of the Superintendent.

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

The leaves must be requested at least two (2) weeks prior to the date of the leave.

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

Section I

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

ARTICLE XVI MILITARY LEAVE

Military leave shall be granted and reemployment shall be governed by the provisions of the "Universal Military Training and Service Act of 2001." If National Guard or Reserve annual training two (2) weeks encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. In the event of emergency National Guard duty, for things such as riots or floods during the school year, the Board shall provide assistance up to a maximum of thirty (30) days in any contract year. The teacher shall receive his/her regular salary minus that which s/he shall receive from the government for each school day spent in the government service. This provision does not provide any Board financial assistance for basic training call-ups or other kinds of enlisted or voluntary full-time service.

ARTICLE XVII PROFESSIONAL QUALIFICATIONS

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

ARTICLE XVIII SABBATICAL LEAVE

Section A Purpose

Sabbatical Leave shall be available to teachers for professional improvement.

Section B Eligibility

1. An applicant must have accrued seven (7) consecutive full years of teaching service in the District.
2. Each applicant must agree to return to service in the District immediately

ARTICLE XVIII SABBATICAL LEAVE (Continued)
Section B Eligibility (continued)

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

Section C Application

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

Section D Selection

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

Section E Compensation

1. While on Sabbatical Leave, a teacher should receive 50% of his/her teaching salary for the time involved and all fringe benefits afforded teachers except long term disability insurance.
2. The teacher is responsible to notify the Business Office of the place to which his/her payroll check shall be deposited while s/he is on leave.

Section F Miscellaneous Administrative Provisions

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

ARTICLE XIX ACADEMIC FREEDOM

Section A

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

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

Section B

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

Section C

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

Section D

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

Section E

A teacher shall have the right to determine whether a child passes or fails a grade/class based on documented performance. If a child who failed is promoted, the teacher shall be notified in writing and the decision shall be documented in the student's CA-60.

ARTICLE XX BUILDING COMMITTEES

Section A Building Policy Committee

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

1. The committee is representative of teachers through election.
2. Association building representatives shall be included on the committee. No more than three (3) building representatives shall be included on this committee unless elected.
3. There shall be a chairperson who calls the meetings and sets the agenda and a secretary who takes minutes. Both are elected by the committee.
4. Any building concern may be brought to the committee for solution. The committee shall at its first meeting set the schedule of meetings for the year. The proposed meeting agenda shall be provided to all committee members and the principal two (2) days prior to the meeting. Meetings shall only be cancelled in case of emergency or if jointly agreed to by both the Administration and the committee.
5. Agreements reached between the building policy committee and the building

ARTICLE XX BUILDING COMMITTEES (Continued)
Section A Building Policy Committee (continued)

principal shall be put into effect as soon as possible.

6. Minutes are published to the staff upon review of the principal and the chairman.
7. No committee solution may conflict with the Master Agreement or Board Policy.
8. The Board agrees that teacher involvement shall be meaningful.

Section B School Improvement Plan Committee

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

To this end, each building shall have one SIP committee and shall comply with State and Federal guidelines.

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

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

ARTICLE XX BUILDING COMMITTEES (Continued)
Section B School Improvement Plan Committee (continued)

4. The conditions which follow shall govern teachers' participation in any and all plans, programs or projects included in the SIP.
 - a. Participation by the teacher in full or in part shall be voluntary.
 - b. The act of participation or non-participation shall not be used as a criterion for evaluation or discipline, including the placement of any negative information in any teacher's files related to SIP.
5. Teachers shall be compensated as follows:
 - a. Release time for training provided by the District held during the teacher's regular work day.
 - b. Provision of a committee budget of three thousand five hundred dollars (\$3,500) per building or a per pupil allocation provided through grant funds for Site Based School Improvement purposes, whichever is greater, to be used exclusively for substitutes, workshop rates and materials. This can include payment of Association team members and teachers for meetings during prep time or beyond the regular school day. The money is not to be spent for substitutes or workshop rates for non-bargaining unit members. The team shall decide how the budget is spent.
6. Training shall be provided for teachers serving on building SIP committees. The Board shall advise the Association and seek input regarding training.

Section C

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

ARTICLE XXI LAY-OFF AND RECALL PROCEDURES

Section A Definitions

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

Section B Procedures

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

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

Section C Recall

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

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

ARTICLE XXI LAY-OFF AND RECALL PROCEDURES (Continued)
Section C Recall (continued)

the Administration's responsibility to inform the employee of his/her rights and responsibilities as stated in this Article.

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

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

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

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

Positions to which teachers are recalled or hired after the start of the 2011-2012 school year shall be a temporary assignment for the remainder of the year. The recalled or hired teacher shall be surplus from the position for the following year. The position shall then be posted in the June bid session.

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

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

Section D

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

Section E

Should the accommodation of a teacher's handicap result in the improper lay-off or recall of a member, the Board shall not honor the requested accommodation.

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

ARTICLE XXII TUITION REIMBURSEMENT

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

ARTICLE XXIII CURRICULUM AND MATERIALS

Section A

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

The Board agrees to involve teachers in all proposed curriculum changes through the establishment of a Steering Committee of sixteen (16) persons.

1. The Steering Committee shall consist of eight (8) teachers, six (6) principals, and two (2) central office administrators. Two (2) teacher representatives from each of the elementary, middle school, and senior high levels shall be selected by the teachers in an election conducted by the Association. Two (2) teacher representatives shall be appointed by the Association President. The Steering Committee shall elect its officers, with the chairperson being a teacher and the treasurer being an administrator.
2. The Steering Committee shall determine its organizational structure, procedures and guidelines for the granting of these funds within the expenditure/reimbursement policies of the Board. Conferences shall only be approved if it is aligned with the teacher's building school improvement goals or evaluation goals. Approved conferences shall not be canceled due to a shortage of substitutes.

For conferences, the teacher must secure the signature of his/her supervisor on the appropriate forms. If the supervisor denies approval of the conference, the teacher and the supervisor have a right to present their case to the Steering Committee. The decision of the Steering Committee shall be final. If The Steering Committee vote ends in a tie, the vote of the chairperson shall prevail.

3. The Steering Committee shall review all curriculum changes including those not necessarily funded through this Committee. If the Committee or the District establishes a teacher curriculum study, review or writing group, it shall be composed of teachers. All teachers currently teaching the subject area under study shall be considered for the group and shall be notified of the opportunity to serve on the group. Teachers shall be paid at the workshop rate for all work performed outside the work day. The Committee may also allocate funds for teacher initiated projects of an innovative nature and projects of in-service. The total funds available to the Committee for these purposes shall be one hundred fifteen thousand dollars (\$115,000) for each school year, twelve thousand dollars (\$12,000) of which may be allocated to projects of in-service, and upon request, release time may be permitted by the Chief Academic Officer to complete the business before the Committee.
 - a. All reports, proposals, and recommendations reviewed by the Steering Committee shall be submitted in a timely manner to the Chief Academic Officer and the Association President.
 - b. The Chief Academic Officer shall have the right to review all reports and make suggestions for change in writing to the curriculum study, review or writing group.
 - c. The Chief Academic Officer shall forward his/her considerations back to the Steering Committee in a timely manner.
 - d. The Steering Committee, upon receipt of the Chief Academic Officer's written recommendations, may modify its report prior to submitting its final report back to the Chief Academic Officer.
4. The Chief Academic Officer shall then submit all curriculum recommendations to the Board which shall include the recommendations of the Steering Committee and the designated study committees. At least two (2) work days prior to the Chief Academic Officer's recommendation being sent to the Board, a copy shall be provided to the Steering Committee and the Association.

Section B

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

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

Section C

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

Section D

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

Section E Mentor Program and Professional Development for Novice Teachers

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

1. A master/mentor teacher shall be a tenured teacher, college professor or retired master teacher with successful completion of four (4) years of classroom teaching, preferably in the newly inducted teacher's area of specialization.
2. A mentee shall be defined as new to the teacher profession as of January, 1994 or later during his/her first three (3) years of employment. Probationary teachers who have taught for three (3) years or more in another district shall not be defined as mentees. These first three (3) years are not limited to employment in the District. If the teacher was employed in a teaching capacity and satisfied all or part of the three (3) year mentor assigned requirement, this shall be credited in the District toward the three (3) year requirement. It shall be the responsibility of the teacher to provide documentation to the District of having satisfied all or part of the three (3) year mentor assigned requirement in another school district.
3. The master/mentor teacher shall be assigned in accordance with the following:
 - a. All participation as a master/mentor teacher shall be voluntary. Teachers who volunteer and are selected as master/mentor teachers shall fulfill the requirements of being a master/mentor teacher as found in this Agreement.
 - b. All master/mentor positions shall be filled from within the Association. The principal shall solicit all teachers in the building to find volunteers to serve as mentors. If a teacher is not assigned, the District must show good cause. After adequate posting,

if the position cannot be filled with a teacher, then the Board may fill the position from outside the Association.

The Board shall not use its right to appoint, to terminate or renew appointments of teachers in an arbitrary, capricious or discriminatory manner.

- c. The appointment to a master/mentor position shall be for up to one (1) year. For the subsequent year, all positions shall be posted according to 3.,B. above.
 - d. A master/mentor teacher can have no more than two (2) mentees at one time.
 - e. A mentee shall be assigned to no more than one (1) master/mentor teacher at a time. This provision shall not preclude a mentee from having two (2) different master/mentors during the term of a school year.
 - f. The Administration shall notify the Association of the names of all master/mentor teachers and their assigned mentees within twenty (20) days after the assignment.
 - g. The master/mentor teacher, if an employee of the District, may from time to time receive release time from his/her regular employment duties to work with the mentee.
 - h. The master/mentor teacher shall participate in staff development programs as required.
 - i. The District may provide sabbatical leaves for up to one academic year for selected master/mentor teachers as provided for in Section 1525 of the School Code and approved by the Board. These sabbatical leaves shall be in addition to the maximum number stated in Article XVIII of this Master Agreement. The provisions of the leave shall be at the discretion of the Administration and shall not exceed the compensation set forth in Article XVIII, Section E.
4. Teachers assigned to a master/mentor teacher shall be in accordance with the following:
- a. Only those teachers as defined in 2. above. For part-time mentees the first three years shall qualify regardless of the length of the assigned work day.
 - b. Full and part-time mentees shall receive a minimum of fifteen (15) days of professional development experiences to enhance their teaching skills, familiarize them with District programs and policies and provide them with resources relative to the best practices in teaching and learning.
 - c. During the first calendar year of employment with the District, mentees shall be obligated to complete eighteen (18) hours of staff development beyond the regular calendar year without compensation. Only these eighteen (18) hours shall also apply to all new hires in their first year of employment in the District regardless if they are not defined as mentees. Part of these eighteen (18) hours shall include two (2) days of in-service, each day being six (6) hours, conducted prior to the start of the school year, at which the Association shall be responsible for three (3) hours of the staff development presentation relating to topics relevant to new teachers. The remaining six (6) hours of professional development

shall be provided by the District, with teacher receiving two (2) weeks notice.

- d. Professional development attended during the work day, before or after regular duty hours and/or the interval between academic years may be applied toward the fifteen (15) day requirement as approved by the building principal. Attendance beyond the regular work year shall be voluntary. In these cases, a full staff development day shall equate to six (6) hours of training.
 - e. If the teacher was employed in a previous district and satisfied all or in part of the professional development requirement, this shall be credited in the District toward the fifteen (15) day requirement. It shall be the responsibility of the teacher to provide documentation to the District of having satisfied all or part of the professional development requirement in another public school district.
 - f. The District shall pay the tuition for each probationary teacher to attend the New Teacher Academy offered by the Macomb Intermediate School District for the first three (3) years of said teacher's probationary status. The teacher shall select appropriate course offerings and the District shall provide New Teacher Academy information as provided by the Macomb Intermediate School District.
5. The master/mentor teacher and mentee relationship shall not be a subject included in the evaluation of the master/mentor teacher or the mentee. Neither the master/mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The master/mentor teacher shall not be required to provide data for decisions regarding the eventual decision to confer tenure upon a probationary teacher nor shall the master/mentor teacher participate formally or informally in the decision to confer tenure upon a probationary teacher. The master/mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the master/mentor teacher.
6. A master/mentor teacher shall be paid a stipend of six hundred fifty dollars (\$650.00) per mentee per year. The paid stipend includes up to two sessions of master/mentor mandatory training. Once a master/mentor has attended the two (2) training sessions, said master/mentor shall not have to attend any further training while mentoring the same mentee. Should said master/mentor receive a new mentee, the master/mentor shall have to attend one (1) training session with the new mentee. A master/mentor teacher assigned for one (1) semester shall be paid a stipend of three hundred twenty five dollars (\$325.00) per mentee. In addition, the mentor shall be paid the Schedule D workshop rate for attendance at additional training above the two sessions required outside the required regular work day or calendar year. Should the principal assign to the mentor, as part of his/her mentor/mentee responsibility, a special project which is beyond the customary role of the mentor, s/he shall be compensated at the Schedule D workshop rate. If a non-bargaining unit master/mentor is paid a greater stipend and hourly rate, all teachers shall be paid this greater amount.
7. Should the mentor/mentee program, as provided for in Sections 1525 and 1526 of the State Code, be abolished or substantially altered or the program expand to such an extent that a full time position(s) may be warranted, this Article of the Master Agreement shall be reopened for bargaining.

ARTICLE XXIV MISCELLANEOUS

Section A

Each school shall have designated areas, apart from students, appropriately furnished for use as teachers' lavatory, teachers' dining room and teachers' lounge. In any building where a teacher's room is used during their prep by another teacher, the building shall have a telephone available for the use of the affected teacher. The phone shall be located so that reasonable privacy can be guaranteed.

Section B

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

All instructional positions in Summer School and all Schedule B positions, newly filled from outside of the bargaining unit, starting on January 1, 2008, shall be posted each and every year, pursuant to the Collective Bargaining Agreement, until it is filled with a teacher.

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

Section C

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

Section D

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

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

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

Section E

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

Within one year of a ratified agreement, the Administration shall initiate an administrative academy for teachers who are interested in becoming administrators. This academy shall run annually and is voluntary. Applicants must apply yearly through an application process. Completion of administrative academy does not guarantee future administrative placement.

Section F Inclusion

1. Inclusion is recognized as the placement of low-functioning autistic, cognitively impaired-moderate, cognitively impaired-severe, and severely multiply impaired, into regular education programs on a part-time or full-time basis.
2. The Board shall give the Association information about current or future planning for further implementation of inclusion in the District, including any Intermediate School District plans, so that the Association can have opportunity to give suggestions.
3. Teachers providing instruction or other service to these basic four

ARTICLE XXIV MISCELLANEOUS (Continued)
Section F Inclusion (continued)

classifications of included Special Education students shall be invited to the pre-planning and IEP meetings. The Board shall provide release time for these meetings. The teacher shall be provided with a summary form of confidential information from such pre-planning and IEPs.

4. Any teacher may advise the principal if it appears that the IEP for a student needs revision. This could also include the perception of disruptive impact on the regular education instruction. The IEP outcome shall continue to be determinative.
5. On a case-by-case basis, the District, the Association, and the affected teachers servicing the identified Special Education student, shall meet to determine what training, supplementary aides, and support personnel shall be provided to the teachers who shall be providing instructional or other services to the student. The Board shall make the final decision regarding training, supplementary aides, and support personnel.
6. Class size shall become two (2) less for each inclusion student in regular academic classes. (Thus, when a student with one of the four severe disabilities is included in a class with 27 maximum class size, that class size maximum shall become 25 with the inclusion student.)

Section G On-Line Instruction

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

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

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

Section H Testing Out Of Secondary Classes

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

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

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

Section I Dual Enrollment

The Association and the Board agree that in accordance with state law, students shall only be allowed to dual enroll in a class that meets all of the following criteria:

1. The majority of the content of the course offered by the postsecondary institution is not covered in a course offered by the District.
2. The course is offered by the District, but is determined by the Board to not be available to the student because of a scheduling conflict beyond the student's control.
3. The course is an academic course not ordinarily taken as an activity course.
4. The course is a course that the post secondary institution normally applies toward satisfaction of degree requirements.
5. The course is not a hobby craft or recreational course.
6. The course is in a subject area other than physical education, theology, divinity or religious education.
7. The student is enrolled in at least one (1) high school class and is in at least grade eleven (11).
8. The students have taken and achieved a qualifying score in all subject areas of the Michigan merit exam or other state approved readiness assessment or in the subject area of the eligible course a student plans to take.
9. Meets any other requirement of the state law.

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

ARTICLE XXV TERM OF AGREEMENT

Section A

This Agreement shall be effective as of August 30, 2010. The Agreement shall continue in full force and effect through August 25, 2013.

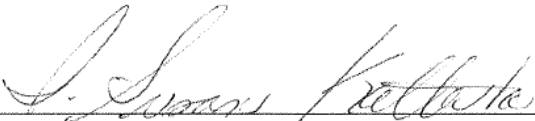
Section B Successor Agreements


On or before May 15, 2013, either side may give notice by certified mail of its desire to terminate, amend or modify this Agreement. Upon receipt of this notice by the other side, arrangements shall promptly be made for negotiations to commence. In the event that neither side gives notice to the other of its intention to terminate, amend or modify the Agreement by May 15, 2013, then the Agreement shall automatically be extended on the same terms for another year and, similarly from year to year thereafter, with the notification date of intent to terminate, amend or modify being May 15, of the successor year.

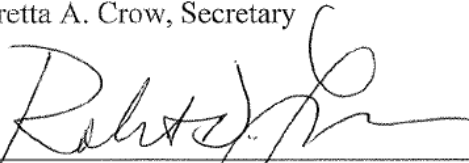
Section C Interim Amendments


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

**THE WARREN CONSOLIDATED
SCHOOL DISTRICT**



I. Susan Kattula, President



Loretta A. Crow, Secretary



Robert D. Livernois, Ph.D., Superintendent



Diane E. Szalka, Ed.D., Chief Human Resources Officer


Brian J. Walmsley, Chief Academic Officer

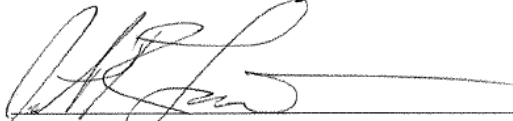

Ellanore L. Evans, Executive Director of Employee Services


Annette M. Lauria, Principal



Cheryl D. Priemer, Principal

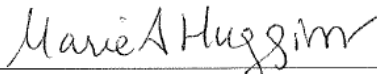

Robert G. Shaner, Ed.D., Principal


**THE WARREN EDUCATION
ASSOCIATION**

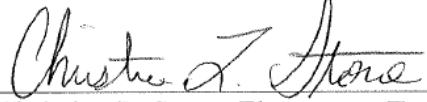

Jonathon R. Fielbrandt, President


Robert L. Callender, Vice President


John A. Cafagna, Middle School Teacher, Bargaining Team Member


Marie A. Huggins, Special Education Teacher, Bargaining Team Member


David V. Mangune, Elementary Teacher, Bargaining Team Member


Christine L. Stone, Elementary Teacher, Bargaining Team Member

February 16, 2011

SCHEDULE A

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

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

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

5. The following index shall be effective:

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

All indexes refer to the currently established base salary.

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

SCHEDULE A (Continued)

6. Differential for Master's Degree or higher degree for teachers in mid step. Those teachers in mid step on the salary schedule who complete the fifth (5th) year of teaching experience as credited in the District during a school year and have completed a Master's degree or higher degree shall be expected to make written request for adjustment before the end of that school year. Such adjustment, prorated, shall be added to the final check of the school year. If a teacher does not notify at the completion of the fifth (5th) year and then subsequently notifies in a following year that he/she reached the fifth (5th) step and completed a Master's or higher degree, the adjustment shall be prorated only for the year in which he/she made written notification. This does not apply to someone who completes a Master's degree or higher degree after the completion of the fifth (5th) year.
7. Teachers must present written evidence of qualification to benefit from salary allowances on advanced degree and extra hour schedules. Degree lane change requirements completed over the previous summer shall be submitted by October 31 to the Human Resources Department to be retroactively paid to the beginning of the school year. Degree lane change requirements completed during the school year that are submitted by March 1 to the Human Resources Department shall be retroactively paid to the first day of second semester. A delay in the sending of transcripts by an educational institution shall not be a reason to deny retroactive adjustment as long as the teacher can show that the request for transcripts was made within the time parameters set above. All credits must be in accordance with the standards established herein.
8. Teachers who work a part-time schedule shall receive a prorated annual salary and increment credit. Prorating of salaries shall be based on the number of teaching periods or teaching days in relation to the full teaching load in the same assignment. Such teachers shall also receive a prorated hospital and medical insurance contribution in accordance with the formula in Article XIII, Section 3.
9. In the middle schools and high schools, teachers who are assigned to teach an additional period shall receive an additional one-fifth (1/5) of their Schedule A salary.
10. Payroll adjustments shall be based upon the number of teacher working days in the school calendar.
11. Longevity
Teachers shall receive the following cumulative longevity payments for teaching experience as credited in the District:
 *15 years-----\$1,000
 20 years-----\$1,000
 25 years-----\$1,500
 27 years-----\$1,500
 *If a teacher's 15th year starts within the first 16 work days of that year, the teacher shall receive longevity that year. If it does not, the teacher's longevity shall begin with the start of the next school year.
12. Salary Schedule for Nurses
Salary schedules shall be constructed as follows:

 Non-degree Nurses-----90% of teacher BA salary schedule
 Degree Nurses-----100% of the applicable Schedule A salary, provided
 the degree earned is either in nursing or education.
13. a. Beginning in 1995-96, teachers employed in that school year including those on recall and leave of absence shall receive additional compensation for their twenty-five (25) minutes loss of

SCHEDULE A (Continued)

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

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

Schedule A Salary Increases

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

Fiscal Year 2010-2011	0.00%
Fiscal Year 2011-2012	0.50% first semester, additional 0.50% second semester
Fiscal Year 2012-2013	1.00%

Schedule A Effective 2010-2011 School Year

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

Schedule A Effective First Semester 2011-2012 School Year

Experience	Bachelors		Masters	Masters	
	Bachelors	+20 S.H. *		+15 S.H. **	+30 S.H. ***
0	\$ 44,727	\$ 46,516	\$ 47,858	\$ 49,647	\$ 50,542
1	\$ 46,516	\$ 48,305	\$ 49,647	\$ 51,436	\$ 52,331
2	\$ 49,200	\$ 50,989	\$ 52,778	\$ 54,567	\$ 55,461
3	\$ 52,331	\$ 54,120	\$ 55,909	\$ 57,698	\$ 58,592
4	\$ 55,461	\$ 57,251	\$ 59,487	\$ 61,276	\$ 62,171
5	\$ 58,592	\$ 60,829	\$ 65,301	\$ 67,538	\$ 68,432
6	\$ 62,171	\$ 64,407	\$ 69,327	\$ 71,563	\$ 72,458
7	\$ 65,749	\$ 68,432	\$ 73,352	\$ 76,036	\$ 76,930
8	\$ 69,774	\$ 72,458	\$ 77,825	\$ 80,509	\$ 81,403
9	\$ 73,800	\$ 76,930	\$ 82,298	\$ 85,429	\$ 86,323
10	\$ 75,410	\$ 78,541	\$ 87,218	\$ 90,349	\$ 91,690
11	-----	-----	\$ 88,828	\$ 91,959	\$ 93,301

SCHEDULE A (Continued)

Schedule A Effective Second Semester 2011-2012 School Year

Experience	Bachelors	Bachelors		Masters	Masters		Masters
		+20	S.H. *		+15	S.H. **	
0	\$ 44,949	\$ 46,747	\$ 48,095	\$ 49,893	\$ 50,792		
1	\$ 46,747	\$ 48,545	\$ 49,893	\$ 51,691	\$ 52,590		
2	\$ 49,444	\$ 51,242	\$ 53,040	\$ 54,838	\$ 55,737		
3	\$ 52,590	\$ 54,388	\$ 56,186	\$ 57,984	\$ 58,883		
4	\$ 55,737	\$ 57,535	\$ 59,782	\$ 61,580	\$ 62,479		
5	\$ 58,883	\$ 61,131	\$ 65,626	\$ 67,873	\$ 68,772		
6	\$ 62,479	\$ 64,727	\$ 69,671	\$ 71,918	\$ 72,817		
7	\$ 66,075	\$ 68,772	\$ 73,716	\$ 76,413	\$ 77,312		
8	\$ 70,120	\$ 72,817	\$ 78,211	\$ 80,908	\$ 81,807		
9	\$ 74,166	\$ 77,312	\$ 82,706	\$ 85,853	\$ 86,752		
10	\$ 75,784	\$ 78,930	\$ 87,651	\$ 90,797	\$ 92,145		
11	-----	-----	\$ 89,269	\$ 92,415	\$ 93,764		

Schedule A Blended - Effective 2011-2012 School Year

Experience	Bachelors	Bachelors		Masters	Masters		Masters
		+20	S.H. *		+15	S.H. **	
0	\$ 44,838	\$ 46,632	\$ 47,977	\$ 49,770	\$ 50,667		
1	\$ 46,632	\$ 48,425	\$ 49,770	\$ 51,564	\$ 52,460		
2	\$ 49,322	\$ 51,115	\$ 52,909	\$ 54,702	\$ 55,599		
3	\$ 52,460	\$ 54,254	\$ 56,048	\$ 57,841	\$ 58,738		
4	\$ 55,599	\$ 57,393	\$ 59,635	\$ 61,428	\$ 62,325		
5	\$ 58,738	\$ 60,980	\$ 65,463	\$ 67,705	\$ 68,602		
6	\$ 62,325	\$ 64,567	\$ 69,499	\$ 71,741	\$ 72,638		
7	\$ 65,912	\$ 68,602	\$ 73,534	\$ 76,225	\$ 77,121		
8	\$ 69,947	\$ 72,638	\$ 78,018	\$ 80,708	\$ 81,605		
9	\$ 73,983	\$ 77,121	\$ 82,502	\$ 85,641	\$ 86,537		
10	\$ 75,597	\$ 78,736	\$ 87,434	\$ 90,573	\$ 91,918		
11	-----	-----	\$ 89,048	\$ 92,187	\$ 93,532		

Schedule A Effective 2012-2013 School Year

Experience	Bachelors	Bachelors		Masters	Masters		Masters
		+20	S.H. *		+15	S.H. **	
0	\$ 45,398	\$ 47,214	\$ 48,576	\$ 50,392	\$ 51,300		
1	\$ 47,214	\$ 49,030	\$ 50,392	\$ 52,208	\$ 53,116		
2	\$ 49,938	\$ 51,754	\$ 53,570	\$ 55,386	\$ 56,294		
3	\$ 53,116	\$ 54,932	\$ 56,748	\$ 58,563	\$ 59,471		
4	\$ 56,294	\$ 58,109	\$ 60,379	\$ 62,195	\$ 63,103		
5	\$ 59,471	\$ 61,741	\$ 66,281	\$ 68,551	\$ 69,459		
6	\$ 63,103	\$ 65,373	\$ 70,367	\$ 72,637	\$ 73,545		
7	\$ 66,735	\$ 69,459	\$ 74,453	\$ 77,177	\$ 78,085		
8	\$ 70,821	\$ 73,545	\$ 78,993	\$ 81,716	\$ 82,624		
9	\$ 74,907	\$ 78,085	\$ 83,532	\$ 86,710	\$ 87,618		
10	\$ 76,541	\$ 79,719	\$ 88,526	\$ 91,704	\$ 93,066		
11	-----	-----	\$ 90,160	\$ 93,338	\$ 94,700		

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

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS

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

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

In the event of a staffing reduction within a Schedule B Athletics Assistant (Asst.) position, the first to be eliminated shall be any coach who is not a teacher. The second to be eliminated shall be the assistant with the least consecutive time in that co-curricular assignment.

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

* (Summer work of five (5) days prior to opening of school to be paid at per diem of Schedule A salary plus longevity per day.) Three of the above days

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

shall be the three prior to the opening day of school. Also the Athletic Directors may work another five (5) to seven (7) days prior to the opening of school or during school breaks, for which they shall receive compensatory days (equal to days worked) during the school year. Athletic Directors shall be full time released from classes. Each high school shall receive an additional 1.0 allocation for this assignment.

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

SCHEDULE B COMPENSATION FOR CO-CURRICULAR ASSIGNMENTS (Continued)

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

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

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

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

One Way Transportation

Coaches shall be responsible for up to forty-five (45) minutes of supervision beyond the completion of an event, practice, game, or competition. In the event participants are present after forty-five (45) minutes, the coach shall contact the administrator in charge of athletics. After one (1) hour of supervision has elapsed the coach shall be paid Schedule D workshop rates for extended supervision. Coaches shall not be expected to transport participants in personal vehicles.

Tournament Pay for Coaches

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

Tournament pay for varsity coaches and their assistants shall commence upon the first practice for the non-regular (post) season tournament for which the team qualifies.

Tournament pay for scholastic tournament practice and competition shall be reviewed on a case-by-case basis. Requests by scholastic coaches must be submitted to the principal prior to engaging in practice or competition for recommendation to the Chief Academic Officer for approval of payment.

Varsity coaches may request additional assistance from the junior varsity staff; such request is to be submitted through the building Athletic Director to the District Athletic Director for final approval by the Chief Academic Officer.

Training

Should the District require teachers in Schedule B Co-Curricular positions to attend Coaches Advancement Program or any other required training, the District shall cover all costs and shall pay participants workshop rates for the time spent in attendance at the training.

SCHEDULE C

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

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

1. Special Education Personnel

Children's Home of Detroit	No stipend
Emotionally Impaired	\$300
Hearing Impaired	300
Learning Disability	300
Cognitively Impaired-Mild	300
Cognitively Impaired-Moderate	300
Occupational Therapist	300
Psychologist	300
Social Worker	300
Speech Therapist	300
Teacher Consultant	300
Visually Impaired	300
Work Study Coordinator	300
Early Childhood Special Education	300
S.T.A.R.S. Program	300
Autism Spectrum Disorder	300
Speech and Language Impaired	300
Adaptive Education	300

In order to be qualified for any Special Education differential, the teacher must be certified in the areas for which s/he is employed.

2. Miscellaneous

Alternative Education, M.S./H.S.	No stipend
Alternative to Suspension	No stipend
*Content Specialist	4% of MA Max. + 2 weeks
**Counselor, H.S.	300 + 7 days
**Counselor, M.S.	300 + 1 week
Counselor, Elementary	300
English Language Learner Level 1	No stipend
Developmental Kindergarten	No stipend
Developmental First Grade	No stipend
English Language Learner	No stipend
Gifted Specialist	300
***Instructional Technology Specialist, H.S.	2.5% of MA Max. + 2 hours release + 2 days
***Instructional Technology Specialist, M.S.	1.5% of MA Max. + 1 hour release + 2 days
***Instructional Technology Specialist, E.S.	+ 2 Days
Interdisciplinary Technical Support Specialist, CPC	No stipend
****Media, K-12	300
Reading Clinician	300
Reading Plus	No stipend
Reading Specialist	300
Special Needs Advocate	+ 1 WEEK
Winning Futures	No stipend

* Upon agreement between the content specialist and the Administration, any additional days above those listed shall also be paid at the per diem rate.

SCHEDULE C (Continued)

- ** Upon agreement between the counselor and the Administration, any additional days above those listed shall also be paid at the per diem rate up to one additional week.
- *** Upon agreement between the instructional technology specialist and the Administration, any additional days above those listed shall also be paid at the per diem rate.
- **** Secondary media specialist in position as of January 24, 2011, shall maintain his/her position and be the holder of the media Schedule C position.
- 3. Special Needs
Teachers who have 80% or more Special Education students in any state approved vocational class shall be eligible for the Special Education differential regardless of their Special Education certification or lack thereof.
- 4. Coordinator of Nurses
Five percent (5%) of Salary Schedule for Nurses.

SCHEDULE D

Hourly remuneration for extra duties as assigned:

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

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

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

SCHEDULE E BUILDING CHAIRPERSONS

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

<u>Senior High</u>	
Art	\$405
Business Education	729
Foreign Languages	486
Homemaking	405
Industrial Arts	729
Language Arts	729
Mathematics	729
Music	243
Physical Education	729
Science	729
Social Studies	729
 <u>Middle School</u>	
English-Language Arts	\$567
Mathematics	567
Physical Education	567
Reading	567
Science	567
Social Studies	567
Vocational Education	567
 <u>Elementary</u>	
K-2	\$567
3-5	567

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

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

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

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

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

SCHEDULE F MILEAGE EXPENSE

Refer to Article XIII, Section D.

SCHEDULE G SCHOOL CALENDAR 2010-2011 THROUGH 2012-20132010-2011 SCHOOL CALENDAR

Teacher Orientation and Professional Development	September 1	Wednesday
Teacher Professional Development Day	September 2	Thursday
Labor Day Break - No School	September 3	Friday
Labor Day - No School	September 6	Monday
K-12 ½ day (No A.M. or P.M. Kdg.)	September 7	Tuesday
K-12 Full Day	September 8	Wednesday
District wide in-service - No School	November 2	Tuesday
K-12 ½ day (No P.M. Kdg) - Records Day	November 5	Friday

SCHEDULE G SCHOOL CALENDAR 2010-2011 THROUGH 2012-2013 (Continued)

K-12 Full Day, Evening PTC	November 22	Monday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	November 23	Tuesday
Thanksgiving Break - No School	November 24	Wednesday
Thanksgiving - No School	November 25	Thursday
Thanksgiving Break - No School	November 26	Friday
Classes Resume	November 29	Monday
K-12 ½ day, No A.M. Kdg., P.M. Kdg. in A.M.), Last Class Day - Winter Recess	December 17	Friday
Classes Resume	January 3	Monday
Martin Luther King, Jr. Day - No School	January 17	Monday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day	January 21	Friday
Last Class Day - Winter Break	February 18	Friday
Classes Resume	February 28	Monday
Grades 9, 10 & 12 ½ Day (No A.M. Classes)	March 1	Tuesday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	March 10	Thursday
K-5 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon Elementary PTC	March 11	Friday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day, Last Class Day - Spring Recess	April 1	Friday
Classes Resume	April 11	Monday
K-12 ½ day (No P.M. Kdg.)	April 21	Thursday
K-12 No School	April 22	Friday
K-12 ½ Day (No A.M. Kdg., P.M. Kdg. in A.M.) - Memorial Day Break	May 27	Friday
Memorial Day - No School	May 30	Monday
K-12 ½ Day (No P.M. Kdg.) - Records Day	June 16	Thursday
Last Teacher Day	June 17	Friday
TOTAL PUPIL CLASS DAYS	176	
TOTAL TEACHER DAYS	180	

2011-2012 SCHOOL CALENDAR

Teacher Orientation and Professional Development	August 31	Wednesday
Teacher Professional Development Day	September 1	Thursday
Labor Day Break - No School	September 2	Friday
Labor Day - No School	September 5	Monday
K-12 ½ day (No A.M. or P.M. Kdg.)	September 6	Tuesday
K-12 Full Day	September 7	Wednesday
K-12 ½ day (No P.M. Kdg.) - Records Day	November 4	Friday
District wide in-service - No School	November 8	Tuesday
K-12 Full Day, Evening PTC	November 21	Monday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	November 22	Tuesday
Thanksgiving Break - No School	November 23	Wednesday
Thanksgiving - No School	November 24	Thursday
Thanksgiving Break - No School	November 25	Friday
Classes Resume	November 28	Monday
K-12 ½ day, No A.M. Kdg., P.M. Kdg. in A.M.), Last Class Day - Winter Recess	December 20	Tuesday
Classes Resume	January 4	Wednesday
Martin Luther King, Jr. Day - No School	January 16	Monday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day	January 20	Friday
Last Class Day - Winter Break	February 17	Friday
Classes Resume	February 27	Monday
Grades 9, 10 & 12 ½ Day (No A.M. Classes)	March 6	Tuesday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	March 15	Thursday

SCHEDULE G SCHOOL CALENDAR 2010-2011 THROUGH 2012-2013 (Continued)

K-5 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon Elementary PTC	March 16	Friday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day, Last Class Day - Spring Recess	March 30	Friday
Classes Resume	April 10	Tuesday
K-12 ½ day (No A.M Kdg, P.M. Kdg. in A.M.)	May 4	Friday
K-12 ½ Day (No P.M. Kdg.) - Memorial Day Break	May 25	Friday
Memorial Day - No School	May 28	Monday
K-12 ½ Day (No P.M. Kdg.) - Records Day	June 14	Thursday
Last Teacher Day	June 15	Friday
TOTAL PUPIL CLASS DAYS	176	
TOTAL TEACHER DAYS	180	

2012-2013 SCHOOL CALENDAR

Teacher Orientation and Professional Development	August 29	Wednesday
Teacher Professional Development Day	August 30	Thursday
Labor Day Break - No School	August 31	Friday
Labor Day - No School	September 3	Monday
K-12 ½ day (No A.M. or P.M. Kdg.)	September 4	Tuesday
K-12 Full Day	September 5	Wednesday
K-12 ½ day (No P.M. Kdg.) - Records Day	November 2	Friday
District wide in-service - No School	November 6	Tuesday
K-12 Full Day, Evening PTC	November 19	Monday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	November 20	Tuesday
Thanksgiving Break - No School	November 21	Wednesday
Thanksgiving - No School	November 22	Thursday
Thanksgiving Break - No School	November 23	Friday
Classes Resume	November 26	Monday
K-12 ½ day, No A.M. Kdg., P.M. Kdg. in A.M.), Last Class Day - Winter Recess	December 21	Friday
Classes Resume	January 7	Monday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day	January 18	Friday
Martin Luther King, Jr. Day - No School	January 21	Monday
Last Class Day - Winter Break	February 15	Friday
Classes Resume	February 25	Monday
Grades 9, 10 & 12 ½ Day (No A.M. Classes)	TBD	Tuesday
K-12 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon and Evening PTC	March 7	Thursday
K-5 ½ day (A.M. and P.M. Kdg. meet at regular times), Afternoon Elementary PTC	March 8	Friday
K-12 ½ day (No A.M. Kdg., P.M. Kdg. in A.M.) - Records Day	March 27	Wednesday
K-12 ½ day (No P.M Kdg.) Last Class Day - Spring Recess	March 28	Thursday
Classes Resume	April 8	Monday
K-12 ½ Day (No A.M. Kdg., P.M. Kdg. in A.M.) - Memorial Day Break	May 24	Friday
Memorial Day - No School	May 27	Monday
K-12 ½ Day (No P.M. Kdg.) - Records Day	June 13	Thursday
Last Teacher Day	June 14	Friday
TOTAL PUPIL CLASS DAYS	176	
TOTAL TEACHER DAYS	180	

Each calendar shall provide for one (1) one-half (1/2) day and two (2) full days of Professional Development for all teachers. Forty-five (45) minute weekly release time Professional Development shall be held on Monday mornings all teachers except World of Fours teachers. The forty-five (45) minute late start Mondays shall begin

on the Monday after Labor Day and shall be held for the last time on the Monday prior to Memorial Day.

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

Days for in-service and/or staff development beyond those provided above may be held if deemed necessary by the Board provided they are within one hundred eighty (180) day teacher calendar with the following exception: five (5) additional Professional Development days shall be offered to teachers outside of the school work day and school calendar for a stipend amount determined by the Board. However, if the State agrees to reimburse the District an amount equal to the full per diem compensation rate for each participant under Section 95 of the State Aid Bill, the Board shall pay to teachers who participate in these days a stipend amount equal to their per diem compensation rate for each day they participate. A half-day shall be paid at one-half (1/2) of the per diem compensation rate.

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

During the first two (2) days of work each school year, time not being used for professional development (three hours the first day and five hours the second day) shall be teacher preparation time. No meetings shall be scheduled during this time or during records time.

Parent-Teacher Conferences

Any teacher who has a child/children attending Warren Consolidated Schools in grades K-12 shall be allowed to attend his/her child's/children's conference each semester. The time the teacher is attending his/her child's/children's conference(s) shall be approved by his/her principal. Should the principal deny the teacher's request, the matter shall be referred to the Chief Academic Officer, whose decision shall be final.

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

Elementary: It is the responsibility of each teacher to arrange a conference with each parent during fall parent-teacher conferences. For spring conferences, teachers may contact parents and advise them a parent-teacher conference is necessary. Should a parent desire to have a conference with the teacher, the teacher shall schedule the conference during the set conference times.

K-5: Fall Conferences: One (1) half day and (2) evening conferences. Evening conferences shall not be scheduled to exceed (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

Spring Conferences: Two (2) half days and one (1) evening conference. Evening conferences shall not be scheduled to exceed three (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All

conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

K-5 teachers shall receive one-half (1/2) day compensable time for each evening conference.

Half day kindergarten teachers shall be given a sub and shall add more conferences during the work day in order to see all parents needing to attend a conference.

Middle School: Fall Conferences: One (1) half day and (2) evening conferences. Evening conferences shall not be scheduled to exceed (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

Spring Conferences: One (1) half day and one (1) evening conference. Evening conferences shall not be scheduled to exceed three (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

Teachers shall receive one-half (1/2) day compensable time for each evening conference.

Senior High: Fall Conferences: One (1) half day and (2) evening conferences. Evening conferences shall not be scheduled to exceed (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

Spring Conferences: One (1) half day and one (1) evening conference. Evening conferences shall not be scheduled to exceed three (3) hours and the total conferences in a day shall not exceed five and one half hours (5 1/2). Teachers shall receive a minimum break of sixty (60) minutes for each meal not provided. All conferences shall conclude by 8:00 p.m. In the event that the administrator requires a teacher to stay later than the scheduled end of conferences, they shall be paid at Schedule D rates.

Teachers shall receive one-half (1/2) day compensable time for each evening conference.

Senior High Semester and Final Exam Schedule

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

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

Emergency Days

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

Association and Board agree:

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

APPENDIX #1 MACOMB MATH, SCIENCE, TECHNOLOGY MAGNET PROGRAM

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

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

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

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

APPENDIX #3 ELEMENTARY CREATIVE AND TALENTED MAGNET CLASSROOMS

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

APPENDIX #4 CREATIVE AND TALENTED MIDDLE SCHOOL MAGNET

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

APPENDIX #5 TWO WAY INTERACTIVE NETWORK

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

3. Working Conditions

a. Class size for two remote sites

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

b. Class size for one remote site

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

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

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

c. Preparation time

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

The originating site Administration shall schedule the teacher's preparation period in the period preceding the telecommunication class.

d. Equipment

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

e. Training

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

f. Teacher evaluation

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

4. Job Security

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

b. Only teachers shall teach TWIN courses and remote site students shall not be taught via TWIN by non-Association members.

APPENDIX #5 TWO WAY INTERACTIVE NETWORK (Continued)

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

5. Rebroadcast of Recorded Classes

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

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

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

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

APPENDIX #6 PUBLIC SCHOOL ACADEMY/CHARTER SCHOOL

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

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

APPENDIX #7 DISTRICT FORMS

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

APPENDIX #8 CONTINUING EDUCATION UNITS

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

APPENDIX #9 ADDITIONAL FINAL YEAR LONGEVITY

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

Notice requirements are as follows:

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

APPENDIX #10 ELEMENTARY COUNSELORS

Elementary counselors shall be staffed at a minimum ratio of one (1) counselor for every three (3) buildings. This minimum staffing ratio shall be applied as long as the District receives 31A Funds sufficient to pay for these positions.

APPENDIX #11 PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL TIME

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

APPENDIX #12 MIDDLE SCHOOL RESTRUCTURE COMMITTEE

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

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

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

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

APPENDIX #13 CHANGES TO EDUCATION LAW AND THE ACCREDITATION PROCESS

If Federal education law, State education law, or State and local accreditation processes have any impact on wages, hours, terms and/or conditions of employment, the Board shall bargain with the Association.

APPENDIX #14 CHANGE OF SETUP OF THE ACADEMIC YEAR

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

APPENDIX #15 INTERNATIONAL ACADEMY OF MACOMB/INTERNATIONAL BACCALAUREATE CONSORTIUM

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

APPENDIX #16 PROFESSIONAL LEARNING COMMUNITIES

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

APPENDIX #16 PROFESSIONAL LEARNING COMMUNITIES (Continued)

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

APPENDIX #17 CO-TEACHING**A. Definition**

1. Co-teaching shall refer to two (2) teachers, one general education and one Special Education, voluntarily sharing one (1) or more core content class assignments(s).
2. Co-teaching shall not occur if pairing results in the involuntary layoff or involuntary transfer of a full time teacher. Also it shall not occur if it prevents the recall of a laid off teacher. Further a co-teacher assignment shall not protect a teacher from involuntary transfer or surplus.

B. Application

1. Teachers requesting a co-teaching assignment shall submit a thorough plan for each class, including parameters and makeup of the class size, in writing to the building principal by April 15 for the following school year.
2. The building principal shall provide to the applicants by email or in writing by April 25 of the preceding school year if the plan is tentatively accepted or rejected. If a co-teaching assignment is denied the building principal and the Director of Special Education shall provide the applicants the opportunity to meet with them to discuss alternative scheduling arrangements. Applicants shall be allowed to submit a second plan by April 30. The final decision shall be stated by email or in writing to the applicants by May 10. The decision of the principal and Director of Special Education shall be final and not subject to the grievance procedure.
3. Once the co-teaching plan receives final approval, the teachers may not deviate from it unless by mutual consent of the teachers, the building principal and the Director of Special Education.

C. Length of assignment

1. Co-teaching assignments are for one school year only. The teachers must apply for the following school year.
2. Co-teaching teachers must commit to the entire semester in the program.

APPENDIX #18 SPECIAL EDUCATION

As the District works to improve the delivery of Special Education, the District and the Association agree to create a committee to evaluate the delivery of Special Education services and to make recommendations on future training(s) to be offered to Special Education and/or regular education teachers. Half of the committee shall be composed of teachers appointed by the Association President. This committee shall report its findings to the Director of Special Education, the Chief Academic Officer and the President of the Association.

APPENDIX #19 ADDITIONAL COMPENSATION

The Association and the District agree that additional compensation shall be adopted as required under Section 380.1250 of the Revised School Code. Should the requirement of additional compensation under Section 380.1250 of the Revised School Code be eliminated, this Appendix shall sunset at the end of the school year in which the requirement of additional compensation is eliminated.

The Association and the District agree that additional compensation shall:

1. Not alter or be considered a part of Schedules A, B, C, or D of this Agreement.
2. Not increase or reduce a teacher's work day or school year.
3. Not be subject to arbitration (step 4) of the grievance process.

Beginning with the 2011-2012 school year, the Association and the District agree that should every elementary and comprehensive secondary (middle and high) school meet the state requirements and make adequate yearly progress based on the assessments administered in a given school year, each teacher shall receive a onetime additional compensation payment of \$25.00.

The Association and the District agree that if at any time during the duration of this Agreement the District is found not to be receiving adequate revenue and/or have an adequate fund balance necessary to fund the provisions of this Appendix, the District may, at its discretion, suspend the payment of additional compensation until such time as adequate funds are restored.

APPENDIX #20 CA-60 MAINTENANCE

A committee comprised of four (4) teachers and four (4) administrators shall convene to study the required maintenance of CA-60 files by teachers in the elementary. The teachers shall be appointed by the Association President. This committee shall report its findings to the Chief Academic Officer and the President of the Association. Recommendations shall be mutually agreed upon by the Association and Administration before implementation.

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